



GSA National Capital Region

April 29, 2009

(b) (6)

2345 Crystal Drive, Suite 1000
Arlington, VA 22202

Re: Freedom of Information Act (FOIA) Request No. 144668

(b) (6)

This is in reference to your Freedom of Information Act (FOIA) request dated March 24, 2009 in which you requested, "the recent GSA lease (all of the documents in the lease) at 600-700 Army Navy Drive, Arlington, VA 22202 for the long Drug Enforcement Agency (DEA). This lease was a renewal lease."

Per your request, please see the enclosed lease number GS-11B-01994. Certain information submitted by the Lessor, specifically the Lessor's Annual Cost Statement (GSA Form 1217), the Lessor's Tax Identification number and DUNS number, has been withheld pursuant to 5 U.S.C 552 (b)(4) as this is commercial or financial information that is privileged or confidential. Further, all Floor Plans, have been withheld pursuant to 5 U.S.C 552 (b)(7)(F) as this information would endanger the life or physical safety of an individual.

This constitutes a partial denial under the FOIA. You may appeal this decision to the General Services Administration no later than one hundred and twenty (120) days from receipt of this decision letter, by writing to the following address:

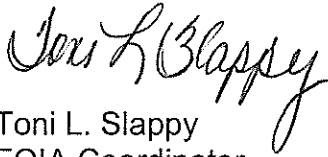
Freedom of Information (ACMA)
General Services Administration
18th & F Streets, NW
Room 6001
Washington, DC 20405

Your appeal must be in writing and should summarize your rationale as to why the complete documentation should be released. Enclose copies of your initial request and this denial. Both the appeal letter and the envelope should be marked prominently, "Freedom of Information Act Appeal."

U.S. General Services Administration
301 7th Street, SW
Washington, DC 20407-0001
www.gsa.gov

This completes action on your request. Should you have any questions, please do not hesitate to contact me at (202) 205-0553.

Sincerely,

A handwritten signature in black ink, reading "Toni L. Slappy". The signature is written in a cursive, flowing style.

Toni L. Slappy
FOIA Coordinator
National Capital Region

Enclosures

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 101-6.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE #GS-11B- 01994

THIS LEASE, made and entered into this date between **California State Teachers' Retirement System**
whose address is **c/o Lowe Enterprises Real Estate Group-East, Inc.**
1101 Connecticut Avenue, NW, Suite 250
Washington, DC, 20036

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 503,776 BOMA Rentable Square Feet (BRSF) (yielding approximately 478,607 ANSI/BOMA Office Area Square Feet (BOASF)) and consisting of the entirety of the first through the twelfth floors of the East and West Towers and the Penthouse (the "Buildings") of the project known as Lincoln Place, and located at 600-700 Army-Navy Drive, Arlington, to be used for SUCH OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A - Floor plans of leased premises), including the entire B-1 level of the parking facility located under the East Tower comprised of 268 spaces. The parties stipulate and agree to the measurements, including parking spaces, and the rent calculation set forth in paragraph 3 of this Standard Form 2 based upon the stipulated measurements.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term commencing on October 1, 2008 (the "Lease Commencement Date") and continuing to September 30, 2018.

3. The Government shall pay the Lessor annual rent of \$18,438,201.60 (\$38.52/BOASF; \$36.60/BRSF) at the rate of \$1,536,516.80. per month in arrears. For 268 official parking spaces, the Government shall pay as additional annual rent to Lessor \$643,200.00 at the rate of \$53,600 a month in arrears. The combined annual rent for the Premises, including the official parking spaces, shall be \$19,081,401.60 at the rate of \$1,590,116.80 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: **California State Teachers' Retirement System, c/o Lowe Enterprises Real Estate Group-East, Inc., 1101 Connecticut Avenue, NW, Suite 250, Washington, DC, 20036** or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, the office space rent shall be abated in its entirety for the first six months of the first year of the lease, for a total abatement of \$9,219,100.80. In addition, and notwithstanding the foregoing, the monthly portion of the shell rent shall be partially abated during the seventh and eighth full months of the first year of the lease term in equal monthly amounts of \$930,000.00, for a total abatement of \$1,860,000.00 as more fully set forth in paragraph 6 (C) below.

4. (Intentionally Deleted)

5. (Intentionally Deleted)

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities except electricity, alterations, repairs, and maintenance, Monday through Friday during normal hours of operation, as well as any other right and privilege, all as and to the extent stipulated by this Lease, the SFO and its Attachments, are included as a component of the rent. Electricity shall be separately metered at Government expense, and all charges for electricity shall be paid directly to the utility company by the Government.

B. Initial space alterations have previously been completed at the Buildings and there is no tenant improvement allowance provided in the lease. In the event that any tenant improvements are requested by the Government, the cost of the requested tenant improvement shall be paid by the Government in lump sum upon completion and acceptance of the tenant improvements. The Government shall make progress payments toward the cost of the tenant improvements, as reasonably determined by the Contracting Officer, with full payment made within 30 days of completion of the work and receipt of a final invoice from the Lessor.

C. A Brokerage Commission and Commission Credit of (b) (4) is due and payable as follows: (b) (4) is due to Jones Lang LaSalle-Northeast, Inc. or its successor ("JLL"), the Government's representative upon an award of this Lease and payable within 30 days of the receipt of an invoice. An additional amount of (b) (4) will be paid to JLL within 30 days of the receipt of an invoice following the Lease Commencement Date. The remaining amount of (b) (4) is the Commission Credit and shall be paid as free rent in equal monthly installments of (b) (4) each during the seventh and eighth full months of the initial lease year.

D. For purposes of Paragraph 3.4(F) and 3.5 of the SFO, as of the date hereof, the Government's percentage of occupancy is 100 %. The base year's taxes for tax adjustments is stipulated to be \$1,981,683.80. Evidence of payment of taxes shall be furnished as provided by Paragraph 3.4 D of the SFO.

E. For purposes of Paragraphs 3.6 and 3.7 of the SFO, as of the date hereof, the operating cost base, is \$3,712,806 for the base year commencing October 1, 2008 and ending September 30, 2009.

F. In connection with the build out of tenant improvements, the following limits on markups shall apply: Offeror's General Contractor's overhead, profit and general conditions shall not exceed (b) (4). Lessor's overhead and profit shall not exceed (b) (4) and the combined markup shall not exceed (b) (4). These markups are all subject to the right of the Government to reasonably negotiate individual markups based upon the actual scope of work of the requirement.

F. Pursuant to paragraph 7.2 of the SFO, services, utilities, and maintenance shall be provided daily, extending from 7:00 am to 6:00 pm, excluding Saturdays, Sundays and federal holidays. Beyond the aforementioned hours, the overtime HVAC service rate shall be \$25.00 per hour for each floor for each tower with a two hour minimum, and \$250 per hour for an entire tower. These charges are inclusive of all labor, maintenance, and service fees, however, electrical charges will be paid in accordance with subparagraph A above. HVAC service rates shall escalate in a manner consistent with section 3.6 "Operating Costs in the SFO." Repair and maintenance on tenant installed equipment is not included in the rent. At the option of the Government, Lessor will provide daytime cleaning on Monday through Friday, but not on Saturday, Sunday and federal holidays. Pursuant to paragraph 7.6 (A) of the SFO, the charge to convert after hours cleaning to daytime cleaning will be the difference between the annual contract cost for daytime cleaning services and the amount stated for cleaning in Form 1217, line A.7 (b) ("Daytime Cleaning Premium"). Lessor shall obtain three bids in order to determine the annual contract costs for daytime cleaning and for 24/7 operations. The 24/7 Premium and the Daytime Cleaning Premium shall be invoiced by Lessor and paid by the Government on a monthly basis in arrears.

G. Attached as Exhibit I is an Asset Management Plan. The Government has been in possession of the buildings since they were originally constructed in 1988. Under the terms of the lease for the period from April 1, 1988 to September 30, 2008, the Government is and was responsible for maintenance, repair and testing of the buildings and to preserve the buildings and equipment in good working order and condition. Under this lease, effective October 1, 2008, Lessor assumes the responsibilities as provided herein. As the current, and only occupant of the premises, and the party most familiar with its condition, the Government accepts the Premises in their current "as is" condition. However, in addition to the Lessor's general maintenance obligations, the Lessor has specifically agreed to provide certain capital improvements to building shell and systems for which it has budgeted \$10,000,000.00 over the term of the lease. While Exhibit I identifies the capital improvements to be made to the buildings and the approximate timing of each improvement, the parties understand and agree that the precise timing, extent, or order of the improvements as set forth in Exhibit I may vary as determined by Lessor based upon all of the circumstances and the needs of the buildings once Lessor assumes responsibility for the maintenance, repair and testing of the

buildings.

H. The adjustment to the rent for space previously occupied by the Government and then vacated is \$1.00/BOASF, provided one full floor or more is vacated.

I. The Government shall provide Lessor with approximately 1,200 BOMA Office Area Square Feet of space suitable to conduct on site property management. In addition, the Government shall permit Lessor to have access to and to store items in the penthouses of both buildings. So long as these spaces are used to provide services to the Government, there shall be no charge to the Lessor for the use of this space.

J. Lessor and the Government shall negotiate a schedule for the design, construction and delivery of tenant improvements and shall execute a Supplemental Lease Agreement that sets forth the schedule.

K. Pursuant to SFO paragraph 9.2, the Government shall use reasonable efforts to process Background Security Checks for Lessor's employees, contractors, subcontractors, and suppliers with a routine need for access to the building as expeditiously as possible, but in no event in such a manner or with such timing as to hinder, delay, or increase the cost of performance of services or the delivery of supplies. Lessor will cooperate, and accommodate the security needs of the tenant agency to the greatest extent possible in the delivery of services and supplies;

L. The following shall be inserted at the end of General Clause 17:


"In addition to the provision set forth above, the Government agrees not to exercise its option to terminate the lease in the event of partial damage or destruction so long as Lessor is diligently prosecuting the repair and restoration, and all of the following conditions are met:

1. The partial damage or destruction is less than 25% of the Premises;
2. The remainder of the Premises are tenantable and may be used for the purpose for which they were leased;
3. Lessor can demonstrate to the Government's satisfaction that the repair or restoration of the Premises to the condition that existed immediately prior to the damage or destruction can be substantially completed and the Premises reoccupied within 365 days of the damage or destruction and without unreasonable interference to the occupancy of the remainder of the Premises; and
4. Lessor gives the Government a credit for the rent paid by the Government for substitute space in excess of the rent for the same amount of space that would have been due under this lease, and reimburses the Government for its costs to move to the substituted space."

M. Prior to exercising a right to terminate the lease under General Clause 11 or 16, the Government will provide Lessor with written notice of the default and use reasonable efforts to provide the notice to the Lender as long as the Government is provided with the address for notification to the Lender, which notice shall provide Lessor and its Lender with at least a thirty (30) day period in which to cure the default. In addition, prior to exercising a right to terminate the Lease under General Clause 11 or 16 (a) (1), the Government shall provide Lessor with such additional time to cure the default as is necessary provided that Lessor shows that (1) it is diligently prosecuting the work required to cure the default, and (2) the default will be cured within a reasonable period of time, not to exceed a total of ninety (90), as determined by the Government. Any such additional time to cure the default shall be conditioned upon Lessor's continuing to diligently pursue the cure of the default throughout the period and upon a demonstration by the Lessor to the reasonable satisfaction of the Contracting Officer through the submission of a detailed schedule and construction management plan (including, if necessary, the use of double shifts, overtime, expedited shipping, and other appropriate acceleration strategies) that the default can be cured within a reasonable period of time which shall not exceed 90 days. Notwithstanding the opportunity to cure a default as provided herein, Lessor shall remain liable for any damages that result from its failure to perform its obligations in accordance with the Lease.

N. In giving or withholding its reasonable consent to assignment under General Clause 2, the Lessor may consider the creditworthiness of the proposed assignee, and the purpose for which the assignee will use the space. The Government shall notify Lessor within 10 days of any subletting.

O. In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.



7. The following are attached and made a part hereof:

- A. Exhibit A Floor Plans of the Leased Area, 25 pages
- B. Solicitation for Offers No. 07-031, 44 pages
- C. Attachment #4 Fire Life Safety Evaluation, 10 pages and Appendices I-IV
- D. GSA Form 1217, 2 pages
- E. GSA Form 3517, 32 pages
- F. GSA Form 3518, 7 pages
- G. Pre-Lease Security Survey
- H. Small Business Subcontracting Plan, 16 pages
- I. Asset Management Plan, 29 pages with 6 page schedule.

8. The following changes were made in this lease prior to its execution:

Paragraphs 4 and 5 have been deleted in the entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Lessor: **California State Teachers' Retirement System**

By: Lowe Enterprises Investment Management, LLC, sole agent

By:

(b) (6)
Philip R. Peters, Executive Vice President

By:

(b) (6)
Bleecker P. Seaman, President

IN PRESENCE OF

(b) (6) 11777 San Vicente Blvd, Ste. 900
OF (b) (6) ADDRESS Los Angeles, CA 90049
Christopher Bollinger, Vice President

UNITED STATES OF AMERICA

(b) (6)
BY (b) (6)

CONTRACTING OFFICER

[Handwritten signature]
150007200

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION
FOR
DRUG ENFORCEMENT ADMINISTRATION
IN
ARLINGTON, VIRGINIA

NAME: Santoni Graham
TITLE: Contracting Officer

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

TABLE OF CONTENTS

1.0	SUMMARY	5
1.1	AMOUNT AND TYPE OF SPACE (SEP 2000).....	5
1.2	AREA OF CONSIDERATION.....	5
1.3	LOCATION: CITY CENTER (SEP 2000).....	5
1.4	LEASE TERM (SEP 2000).....	5
1.5	OFFER DUE DATE.....	5
1.6	OCCUPANCY DATE (SEP 2000).....	5
1.7	HOW TO OFFER (MAR 2007).....	6
1.8	BUILDING SHELL REQUIREMENTS (FEB 2007).....	6
1.9	TENANT IMPROVEMENTS INCLUDED IN OFFER (MAR 2007).....	7
1.10	TENANT IMPROVEMENTS RENTAL ADJUSTMENT (MAR 2007).....	7
1.11	PLANS WITH OFFER (SEP 2000).....	7
1.12	BROKER COMMISSION AND COMMISSION CREDIT (NOV 2006).....	7
1.13	NEGOTIATIONS (MAY 2005).....	8
1.14	PRICE EVALUATION (PRESENT VALUE) (MAY 2005).....	8
1.15	HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999).....	9
1.16	AWARD (JAN 1997).....	9
1.17	LABOR STANDARDS (AUG 2003).....	9
2.0	AWARD FACTORS.....	11
2.1	SEISMIC SAFETY (FEB 2007).....	11
2.2	AWARD BASED ON PRICE (SEP 2000).....	12
3.0	MISCELLANEOUS.....	13
3.1	UNIT COSTS FOR ADJUSTMENTS (NCR VARIATION).....	13
3.2	TENANT IMPROVEMENTS PRICING REQUIREMENTS (MAR 2007).....	13
3.3	SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS (MAR 2007).....	13
3.4	TAX ADJUSTMENT (SEP 2000).....	14
3.5	PERCENTAGE OF OCCUPANCY.....	15
3.6	OPERATING COSTS (NCR VARIATION NOV 2001).....	15
3.7	OPERATING COSTS BASE (SEP 2000).....	15
3.8	RENTABLE SPACE (SEP 2000).....	15
3.9	ANSI/BOMA OFFICE AREA SQUARE FEET (NCR VARIATION (aug 2002).....	15
3.10	COMMON AREA FACTOR (SEP 2000).....	15
3.11	APPURTENANT AREAS.....	15
3.12	DAMAGES.....	16
3.13	VENDING FACILITIES (SEP 2000).....	16
3.14	ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999).....	16
3.15	RELOCATION ASSISTANCE ACT (MARCH 2002).....	16
3.16	EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000).....	16
3.17	CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (MAR 2007).....	17
3.18	PROGRESS REPORTS (SEP 2000).....	18
3.19	CONSTRUCTION INSPECTIONS.....	18
3.19	REQUIRED PROOF OF AUTHORITY (ncr variation (aug 2002)).....	18
3.20	BUSINESS IMPROVEMENT DISTRICTS (B.I.D.).....	19
4.0	GENERAL ARCHITECTURE.....	20
4.1	QUALITY AND APPEARANCE OF BUILDING EXTERIOR (ncr variation (AUG 2002)).....	20
4.2	CONSTRUCTION WASTE MANAGEMENT (SEP 2000).....	20
4.3	EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000).....	20
4.4	INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000).....	21
4.5	WORK PERFORMANCE (SEP 2000).....	21
4.6	BUILDING SYSTEMS (JAN 1997).....	21
4.7	SPACE EFFICIENCY (SEP 2000).....	21
4.8	CAD AS-BUILT FLOOR PLANS (SEP 2000).....	21
4.9	FLOORS AND FLOOR LOAD (SEP 2000).....	22
4.10	EXITS AND ACCESS (SEP 1991).....	22
4.11	WINDOWS (SEP 2000).....	22
4.12	ACCESSIBILITY (FEB 2007).....	22
4.13	LANDSCAPING (SEP 2000).....	22
5.0	ARCHITECTURAL FINISHES.....	23
5.1	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000).....	23
5.2	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000).....	23
5.3	LAYOUT, FINISHES, AND COLORBOARDS (ncr variation (aug 2002)).....	23
5.4	WOOD PRODUCTS (SEP 2000).....	23
5.5	ADHESIVES AND SEALANTS (SEP 2000).....	24

5.6	INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)	24
5.7	CEILINGS (SEP 2000)	24
5.8	WALL COVERINGS (SEP 2000)	24
5.9	PAINTING (SEP 2000)	25
5.10	DOORS: EXTERIOR (SEP 2000)(NCR VARIATION)	25
5.11	DOORS: SUITE ENTRY (SEP 2000)	25
5.12	DOORS: INTERIOR (SEP 2000)(NCR VARIATION)	25
5.13	DOORS: HARDWARE (SEP 2000)(NCR VARIATION)	25
5.14	DOORS: IDENTIFICATION (SEP 2000)	26
5.15	PARTITIONS: GENERAL (SEP 2000)	26
5.16	PARTITIONS: PERMANENT (SEP 2000)	26
5.17	PARTITIONS: SUBDIVIDING (SEP 2000)	26
5.18	FLOOR COVERING AND PERIMETERS (SEP 2000)	26
5.19	CARPET: BROADLOOM (SEP 2000)	27
5.20	CARPET TILE (SEP 2000)	27
5.21	ACOUSTICAL REQUIREMENTS (SEP 2000)	28
5.22	WINDOW COVERINGS (SEP 2000)	28
5.23	BUILDING DIRECTORY (SEP 2000)	28
5.24	FLAG POLE (SEP 2000)	28
6.0	MECHANICAL, ELECTRICAL, PLUMBING	29
6.1	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)	29
6.2	ENERGY COST SAVINGS (SEP 2000)	29
6.3	DRINKING FOUNTAINS (SEP 2000)	29
6.4	TOILET ROOMS (SEP 2000)	29
6.5	TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)	29
6.6	JANITOR CLOSETS (SEP 2000)	30
6.7	HEATING AND AIR CONDITIONING (SEP 2000)	30
6.8	VENTILATION (SEP 2000)	31
6.9	VENTILATION: TOILET ROOMS (DEC 1993)	31
6.10	ELECTRICAL: GENERAL (SEP 2000)	31
6.11	ELECTRICAL: DISTRIBUTION (SEP 2000)	31
6.12	ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS	32
6.13	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	32
6.14	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)	32
6.15	DATA DISTRIBUTION (SEP 2000)	33
6.16	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)	33
6.17	ADDITIONAL ELECTRICAL CONTROLS	33
6.18	ELEVATORS (NCR VARIATION (aug 2002))	33
6.19	LIGHTING: INTERIOR AND PARKING (FEB 2007)	34
6.20	LIGHTING: INTERIOR AND PARKING (FEB 2007)	34
7.0	SERVICES, UTILITIES, MAINTENANCE	36
7.1	SERVICES, UTILITIES, MAINTENANCE: GENERAL	36
7.2	NORMAL HOURS	36
7.3	OVERTIME USAGE (SEP 2000)	36
7.4	UTILITIES	36
7.5	BUILDING OPERATING PLAN	36
7.6	JANITORIAL SERVICES (SEP 2000)	36
7.7	SCHEDULE OF PERIODIC SERVICES (ncr variation (aug 2002))	37
7.8	LANDSCAPE MAINTENANCE	37
7.9	FLAG DISPLAY	37
7.10	MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)	37
8.0	SAFETY AND ENVIRONMENTAL MANAGEMENT	38
8.1	CERTIFICATE OF OCCUPANCY (MAY 2005)	38
8.2	FIRE PROTECTION AND LIFE SAFETY (MAY 2005)	38
8.3	AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)	38
8.4	FIRE ALARM SYSTEMS ((NCR VARIATION) JUL 2004)	38
8.5	OSHA REQUIREMENTS (SEP 2000)	38
8.6	ASBESTOS (SEP 2000)	38
8.7	INDOOR AIR QUALITY (SEP 2000)	39
8.8	RADON IN AIR (SEP 2000)	39
8.9	RADON IN WATER (SEP 2000)	40
8.10	HAZARDOUS MATERIALS (OCT 1996)	40
8.11	RECYCLING (SEP 2000)	40
8.12	OCCUPANT EMERGENCY PLANS (NOV 2005)	40
9.0	LEASE SECURITY STANDARDS	40
9.1	SECURITY: GENERAL REQUIREMENTS (NOV 2005)	40

9.2	Background Security Checks (NOV 2005)	42
9.3	ENTRY SECURITY REQUIREMENTS (NOV 2005)	42
9.4	OCCUPANT/VISITOR SCREENING REQUIREMENTS (NOV 2005)	43
9.5	SECURE HEATING, VENTILATION, and AIR CONDITIONING (HVAC) REQUIREMENTS (NOV 2005)	43
9.6	PARKING SECURITY REQUIREMENTS (NOV 2005)	44
9.7	CLOSED CIRCUIT TELEVISION (CCTV) MONITORING REQUIREMENTS (NOV 2005)	44
9.8	SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005)	45
9.9	TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)	45

1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

- A. The General Services Administration (GSA) is interested in leasing approximately 503,776 rentable square feet of space. The rentable space shall yield a minimum of 478,607,000 ANSI/BOMA Office Area (previously Usable) square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO).
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
1. narrow column spacing;
 2. atriums, light wells, or other areas interrupting contiguous spaces;
 3. extremely long, narrow runs of space;
 4. irregular space configurations; or
 5. other unusual building features.
 6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

1.2 AREA OF CONSIDERATION

NORTHERN VIRGINIA

1.3 LOCATION: CITY CENTER (SEP 2000)

A. NEIGHBORHOOD:

Space shall be located in a prime commercial office district within walking distance to the Metro, with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.

B. PARKING:

The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every 1,000 rentable square feet of Government-demised area.

C. LOCATION AMENITIES:

A variety of inexpensive and moderately priced fast food and/or eat-in restaurants shall be located within 2,500 walkable linear feet. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within 2,500 walkable linear feet.

1.4 LEASE TERM (SEP 2000)

The lease term is for October 1, 2008 to September 30, 2018

1.5 OFFER DUE DATE

Offers are due after August 31, 2007 and shall remain open until award.

1.6 OCCUPANCY DATE (SEP 2000)

Occupancy is required per Standard Form 2.

1.7 HOW TO OFFER (FEB 2007)

A. Offers shall be submitted to the Contracting Officer at:
GSA National Capital Region
7th and D Streets, SW
Washington, DC

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

See Standard Form 2

1.8 BUILDING SHELL REQUIREMENTS (FEB 2007)

A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall include the following:

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.
2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting.* Parabolic type 2'-0" wide x 2'-0" high fluorescent lighting fixtures (or other building standard fixtures) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. All of the above improvements are described in more detail hereinafter in this SFO.

1.9 **TENANT IMPROVEMENTS INCLUDED IN OFFER (MAR 2007)**

- A. No Tenant Improvements Allowance is required.. Any Tenant Improvements Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.
- B. The Tenant Improvements Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

1.10 **TENANT IMPROVEMENTS RENTAL ADJUSTMENT (MAR 2007)**

- A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.
1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvements Allowance. The Government may use all or part of the Tenant Improvements Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvements Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
 2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvements Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvements Allowance, the payment of the Tenant Improvements Allowance by the Government will result in a decrease in the rent.
 3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvements requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
 4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

1.11 **PLANS WITH OFFER (SEP 2000)**

All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

1.12 **BROKER COMMISSION AND COMMISSION CREDIT (NOV 2006)**

- A. For the purposes of this SFO, The Staubach Company-Northeast, Inc. (the Broker) is the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Lessor agrees that if the Lessor is paying a commission or fee in connection with this lease transaction to a listing agent, an offering agent, or broker, property manager, developer, or any, property manager, developer, or any other agent or representative, then the Lessor will pay a commission to the Broker that it normally would be entitled to pursuant to local business practices, as evidenced through a brokerage agreement between the Lessor and the Broker. The commission will be negotiated between the Lessor and the Broker and will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that the commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO. As part of the offer, the Offeror shall disclose any and all commissions and/or fees to be paid by the Lessor including both the Lessor's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker.

Note: Subparagraphs B and C are not applicable to expedited lease transactions as defined by the National Broker Contract.

- B. For the benefit of the Government, the Broker has agreed to forego 31 percent of the commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.

- C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph in the SUMMARY section of this SFO. The amount of the commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

1.13 NEGOTIATIONS (MAY 2005)

- A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

1.14 PRICE EVALUATION (PRESENT VALUE) (MAY 2005)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
 3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent).
 4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
 5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
 6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
 7. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

- c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
- 8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

1.15 HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999)

- A. Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in, the National Register of Historic Places, and to historically-significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:
 - 1. The offer for space meets the terms and conditions of this SFO as well as any other offer received (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this SFO to maintain the historical integrity of the building, such as high ceilings, wooden floors, etc.) and
 - 2. The rental is no more than 10 percent higher, on a total annual square foot (ANSI/BOMA Office Area) cost to the Government, than the lowest otherwise acceptable offer.
- B. If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

1.16 AWARD (JAN 1997)

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
 - 1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
 - 2. required clauses,
 - 3. required certifications and representations,
 - 4. the pertinent provisions of the offer, and
 - 5. the pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.17 LABOR STANDARDS (AUG 2003)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant buildout) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.arnet.gov/far/>

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards

52.222-15 Certification of Eligibility

2.0 AWARD FACTORS

2.1 SEISMIC SAFETY (FEB 2007)

- A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received which fully meet seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.
- B. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:
1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, shall be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
 2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
BUILDING TYPE ¹	Model Building Seismic Design Provisions		
	BOCA ^{1b}	SBCCI ^{1b}	UBC ^{1b}
Wood Frame, Wood Shear Panels (Type W1 and W2) ²	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 ⁴
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) ³	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) ⁵	*	*	1991 ⁶
Unreinforced Masonry (Type URMA)	*	*	*

- ¹ Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
- ² Buildings on hillside sites shall not be considered Benchmark Buildings.
- ³ Flat Slab Buildings shall not be considered Benchmark Buildings.
- ⁴ Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
- ⁵ URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
- ⁶ Refers to the UBCB Section of the UBC.
- ^{1b} Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
- *
- No Benchmark year; building shall be evaluated using FEMA-310.
- ** Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.
 SBCCI Southern Building Code Congress International, *Standard Building Code*.
 UBC International Conference of Building Officials, *Uniform Building Code*.

3. Section 1.3.2, Leased Buildings, shall be revised as follows:
 - a. Buildings leased by the federal Government are exempt from these standards if both of the following apply:
 - i. The leased space is less than 10,000 square feet AND
 - ii. The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_s , is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S_1 , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.
4. FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.
5. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

- C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

2.2 AWARD BASED ON PRICE (SEP 2000)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.

3.0 MISCELLANEOUS

3.1 UNIT COSTS FOR ADJUSTMENTS (NCR VARIATION)

- A. If requested by the Government, the Offeror will submit unit prices based on the commercial grade items specified by the Government. Prices shall be quoted as fully installed and finished and shall include all General Contractor's and Sub-Contractor's fees, material, labor, overhead, profit, insurance, and local taxes.

3.2 TENANT IMPROVEMENTS PRICING REQUIREMENTS (MAR 2007)

- A. Under the provisions of FAR Subpart 15.4, the Lessor must submit information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism in conjunction with the Tenant Improvements.

- B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:

1. The Lessor shall submit to the Government a proposal for overhead, profit, and architectural-engineering fees, permits, and regulatory fees for all Tenant Improvements. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).
2. The Tenant Improvements scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
3. No building shell items shall be included in the pricing for the Tenant Improvements.
4. Each proposal shall be 1) submitted in the attached 21 Division Tenant Improvements Cost Summary (TICS) table by the proposed General Contractors (or subcontractors) and 2) reviewed by the Government. The General Contractors shall submit the supporting bids from the major subcontractors. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
5. A minimum of three qualified general contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the general contractors, a minimum of three qualified subcontractors from each trade of the attached 21 Division TICS table shall be invited to participate in the competitive proposal process.
6. The Government reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors.
7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
8. The Lessor shall complete the competition and the cost proposal process in the time frame specified in the Construction Schedule and Acceptance of Tenant Improvements paragraph in this section.
9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.
10. The Lessor shall complete the work within the time frame requirements illustrated in the Construction Schedule and Acceptance of Tenant Improvements paragraph in this section.

3.3 SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS (MAR 2007)

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form when specifically authorized to do so by the Contracting Officer. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.4 TAX ADJUSTMENT (SEP 2000)

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
 2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 100 percent based upon an occupancy of 503,776 rentable square feet in a building of 503,776 rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are PARC 1-C RESUB PT PARC __, B-2-B PROP OF AMBASSADOR _____.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the

Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, ensuring the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.5 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.6 OPERATING COSTS (NCR VARIATION NOV 2001)

- A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.
- C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- E. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

3.7 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

3.8 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.9 ANSI/BOMA OFFICE AREA SQUARE FEET (NCR VARIATION (AUG 2002)

- A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present. For purposes of this solicitation, floor common area, including rest rooms, janitors' closets, telephone and electrical closets, mechanical rooms, elevator lobbies, and public or fire safety egress corridors are not included.

3.10 COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

3.11 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.12 DAMAGES

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as damages, pursuant to this paragraph, the sum of TBD for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. The formula for determining "TBD" above shall be no less than one day's rent for every day late in delivery, as this is the agreed amount estimated to cover the Government's cost of extended occupancy at another location, and no documentation shall be required of the Government to "prove" such damages. However, to the extent that actual damages exceed one day's rent for every day late in delivery, the lessor shall pay the amount of the actual damages, documentation for which shall be provided by the Government. "Actual damages" shall include, but not be limited to, all costs associated with move delays, swing space costs, attorney fees, court costs, all contract/construction delay costs associated with the planned building renovation at the location currently housing the tenant designated for this requirement, and all other reasonable damages accrued by the Government due to Lessor failure to perform. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease, at equity, or at law.

3.13 VENDING FACILITIES (SEP 2000)

- A. Approximately 503,776 square feet of the ANSI/BOMA Office Area space in the "Amount and Type of Space" paragraph of the SUMMARY section of this SFO will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.
- B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist.

3.14 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

3.15 RELOCATION ASSISTANCE ACT (MARCH 2002)

- A. If an Offeror proposes an improved site and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the implementing regulations at 49 CFR Part 24.
- B. Offerors shall incorporate the cost of such assistance into their shell rental rate.
- C. The successful Offeror shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the successful Offeror must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

3.16 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

- A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:
1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
 2. The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
 3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
 4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
 5. Evidence of ownership or control of site.
- B. AFTER AWARD:
Within thirty days after award, the successful Offeror shall provide to the Contracting Officer evidence of:
1. A firm commitment of funds in an amount sufficient to perform the work.
 2. Award of a construction contract for Tenant Improvements with a firm completion date.

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- B. DESIGN INTENT DRAWINGS:

C. CONSTRUCTION DOCUMENTS:

D. REVIEW OF CONSTRUCTION DOCUMENTS:

E. TENANT IMPROVEMENTS PRICE PROPOSAL:

the Tenant improvements price, A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR, and the Lessor shall commence construction of the Tenant Improvements.

F. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed construction documents and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within (See Standard Form 2) working days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

G. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:

Fourteen (14) calendar days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have Five (5) working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses). Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

H. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in (See Standard Form 2).

I. LEASE COMMENCEMENT:

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space, if different from the date previously established in the lease. In any case, the lease commencement date shall not be prior to the rent commencement date.

3.18 PROGRESS REPORTS (SEP 2000)

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 5 working days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

3.19 CONSTRUCTION INSPECTIONS

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

3.19 REQUIRED PROOF OF AUTHORITY (NCR VARIATION (AUG 2002))

As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the lease:

- A. General Partnership – Copy of Partnership Agreement
- B. Limited Partnership – Copy of Partnership Agreement or copy of current Certificate of Limited Partnership
- C. Corporation – Corporate Resolution certified by the Secretary of the Corporation or an Informal Action signed by the Board of Directors. The Resolution or Informal Action must approve the lease and indicate who has authority to sign for the corporation.
- D. Joint Venture – Copy of Joint Venture Agreement
- E. Company – Copy of formation document indicating who can bind the company

3.20 BUSINESS IMPROVEMENT DISTRICTS (B.I.D.)

A. For purposes of this solicitation:

- (1) "BID" means a Business Improvement District, Special Improvement District, or other specifically defined geographical area within a taxing jurisdiction, organized and registered pursuant to enabling legislation promulgated by a State or local government, within which properties are assessed, charged or taxed solely by virtue of their location within the given area and in support of services or projects located solely within the area.
- (2) "Building" means the building(s) within which space is provided to the Government under the Lease, together with the land upon which the building is located.
- (3) "Lessor's BID Assessment" means charges, assessments or taxes levied against Lessor and/or a Building, expressed as a fixed sum per Building, solely by virtue of the Building being located within a BID.

B. The Government agrees, when applicable, to make a single annual lump sum payment to the Lessor for its share of increases in Lessor's BID Assessment over the base year. For purposes of this clause, the base year amount of Lessor's BID Assessment will be determined as the amount in the calendar year in which lease commences.

C. The Government's share of increases in Lessor's BID Assessment shall be based upon the ratio of the ANSI/BOMA Office Area square feet occupied by the Government to the total ANSI/BOMA Office Area square feet of office and retail space in the Building (percentage of occupancy). Square footage related to parking will not be included in determining the Government's percentage of occupancy. At the Contracting Officer's sole discretion, the Government may pay its share of increases in Lessor's BID Assessment based upon the ratio of the assessed value of the space leased by the Government to the total assessed value of the Building. For purposes of this clause, the Government's percentage of occupancy is stated in the clause of this lease entitled "Tax Adjustment".

D. The Lessor shall furnish the Government with copies of all bills reflecting Lessor's BID Assessment and evidence of payment of such Lessor's BID Assessment by the Lessor. Evidence of payment must be submitted to the Government within 60 calendar days of the date that payment is due. Failure by Lessor to submit evidence of payment as provided in this paragraph shall act as a waiver of Lessor's right to receive payment under this clause.

4.0 GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (NCR VARIATION (AUG 2002))

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

4.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

- A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
1. ceiling grid and tile;
 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 3. duct work and HVAC equipment;
 4. wiring and electrical equipment;
 5. aluminum and/or steel doors and frames;
 6. hardware;
 7. drywall;
 8. steel studs;
 9. carpet, carpet backing, and carpet padding;
 10. wood;
 11. insulation;
 12. cardboard packaging;
 13. pallets;
 14. windows and glazing materials;
 15. all miscellaneous metals (as in steel support frames for filing equipment); and
 16. all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them;

however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.5 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.6 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.7 SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

4.8 CAD AS-BUILT FLOOR PLANS (SEP 2000)

- A. Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with the mylar drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number and conform to "PBS Standards for CAD Deliverables" (OCT 2001) which are available by request or on the web at: http://www.gsa.gov/attachments/GSA_POLICIES/extpol/CADdeliverables_6.pdf.

The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

- B. The Lessor shall be responsible to maintain CAD as-built floor plans at the Government's expense with each improvement project, which occurs in the Government's space during occupancy. At the time of each update, the Lessor will be responsible to validate all measurements and construction features of the space. In the event that the Government has made buildout improvements to the space without the Lessor's knowledge or consent, the Government will be responsible for the fair and reasonable design fees to update the as-built drawings.

4.9 FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.10 EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

4.11 WINDOWS (SEP 2000)

- A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.
- B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

4.12 ACCESSIBILITY (FEB 2007)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

4.13 LANDSCAPING (SEP 2000)

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
 - 1. employing practices which avoid or minimize the need for fertilizers and pesticides;
 - 2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 - 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.
- D. The Contracting Officer shall approve the landscaping to be provided.

5.0 ARCHITECTURAL FINISHES

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
1. the cost of the recommended product is unreasonable;
 2. inadequate competition exists;
 3. items are not available within a reasonable period of time; and
 4. items do not meet the SFO's performance standards.

5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:
1. contain recycled material, are biobased, or have other positive environmental attributes;
 2. minimize the consumption of resources, energy, or water;
 3. prevent the creation of solid waste, air pollution, or water pollution; and
 4. promote the use of non-toxic substances and avoid toxic materials or processes.

5.3 LAYOUT, FINISHES, AND COLORBOARDS (NCR VARIATION (AUG 2002))

- A. All building finishes shall be for first class, modern space.
- B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of three (3) color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within five (5) working days of the request for such by the Contracting Officer. The color boards shall be approved by GSA prior to installation. Upon review with the Tenant Agency(ies), a selection of ONE color board shall be made within five (5) working days, and unless otherwise specified prior to lease award, the Offeror may assume that ONE color board will be accepted for all finishes in the entire space under lease. No substitutes may be made by the Lessor after the color board is selected.
- C. Samples of the building's common area finishes (elevator lobbies, common corridors, rest rooms, etc.) may be required by the Government as a component of the Lessor's offer. Additionally, Lessor is required to submit samples (five sets) of all finishes to be used for the Government demised area on a coordinated finish board.

5.4 WOOD PRODUCTS (SEP 2000)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org/) or the Certified Forest Products Council web site (www.certifiedwood.org/).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.certifiedwood.org/Resources/CITES/CITESContent.html.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

5.5 **ADHESIVES & SEALANTS (SEP 2000)**

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.6 **INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)**

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.7 **CEILINGS (SEP 2000)**

- A. Ceilings shall be at least 8 feet 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 - 1. *Restrooms.* Plaster or pointed and taped gypsum board.
 - 2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 - 3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

5.8 **WALL COVERINGS (SEP 2000)**

A. **BUILDING SHELL:**

1. **Physical Requirements.**

- a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
 - b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.
2. **Replacement.** All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

B. **TENANT IMPROVEMENT INFORMATION:**

- 1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
- 2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

5.9 PAINTING (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.
4. If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the Tenant Agency.

5.10 DOORS: EXTERIOR (SEP 2000)(NCR VARIATION)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

5.11 DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

5.12 DOORS: INTERIOR (SEP 2000)(NCR VARIATION)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.13 DOORS: HARDWARE (SEP 2000)(NCR VARIATION)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates of commercial grade. All lock cylinders within the rentable area of the building shall be designed as a Great-Grandmaster Keying System and the Government shall review and approve the system prior to placing the order. The Government shall be furnished with at least two master keys for each lock. All key cylinders shall be re-keyed in the presence of the Government and all master keys and other accessories shall be handed to the Government directly from the supplier / installer. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by

Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101

5.14 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.15 PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.16 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

5.17 PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.18 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

B. CARPET -- REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
 - a. backing or underlayment is exposed;
 - b. there are noticeable variations in surface color or texture; or
 - c. tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
 - a. it has curls, upturned edges, or other noticeable variations in texture.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

D. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

E. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

5.19 **CARPET: BROADLOOM (SEP 2000)**

A. Any carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF, Talisman Mills, woolblend), soil-hiding nylon, or wool nylon blends or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level-loop or textured-loop construction. Pile weight shall be a minimum weight of 32 ounces per square yard for level-cut/uncut construction.
5. *Secondary Back.* The secondary back shall be jute or synthetic fiber for glue-down installation.
6. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
7. *Pile Height.* The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.

5.20 **CARPET TILE (SEP 2000)**

A. Any carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).

9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

5.21 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
4. *Testing.*
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.22 WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. *Draperies.* If draperies are required, the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
 - b. *Construction.* Any draperies to be newly installed, shall be made as follows:
 - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
 - iv. three-fold pinch pleats;
 - v. safety stitched intermediate seams;
 - vi. matched patterns;
 - vii. tacked corners; and
 - viii. no raw edges or exposed seams.
 - c. Use of existing draperies must be approved by the Contracting Officer.
3. *Samples.* A minimum of _____ patterns and colors shall be made available to the Government for selection; shading of sample fabric shall not vary markedly from that of the final product.

5.23 BUILDING DIRECTORY (SEP 2000)

A. BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

5.24 FLAG POLE (SEP 2000)

A. BUILDING SHELL:

If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by GSA.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2 ENERGY COST SAVINGS (SEP 2000)

- A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.
- B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.
- C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.

6.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
2. Each main toilet room shall contain the following equipment:
 - a. a mirror above the lavatory;
 - b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
 - c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
 - d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
 - e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
 - f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
 - g. a disposable toilet seat cover dispenser; and
 - h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 50 percent men and 50 percent women.

2. Refer to the schedule separately for each sex.

NUMBER OF MEN*/WOMEN		WATER CLOSETS	LAVATORIES
1	- 15	1	1
16	- 35	2	2
36	- 55	3	3
56	- 60	4	3
61	- 80	4	4
81	- 90	5	4
91	- 110	5	5
111	- 125	6	5
126	- 150	6	**
> 150		***	
* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.			
** Add one lavatory for each 45 additional employees over 125.			
*** Add one water closet for each 40 additional employees over 150.			

3. For new installations:
- Water closets shall not use more than 1.6 gallons per flush.
 - Urinals shall not use more than 1.0 gallons per flush.
 - Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

6.7 HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

- Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- Simultaneous heating and cooling are not permitted.
- Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.
- HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - no permanent diffusers are used;
 - no plenum-type return air system is employed;

- d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
- e. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
- 7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- 8. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- 9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

B. TENANT IMPROVEMENT INFORMATION:

- 1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.8 VENTILATION (SEP 2000)

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
 - 1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
 - 2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

6.9 VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.10 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

6.11 ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

- 1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
- 2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
- 3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.12 ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

6.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
 - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
 - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

6.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT INFORMATION:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

6.15 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.
2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.17 ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.18 ELEVATORS (NCR VARIATION (AUG 2002))

- A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, and MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. CODE:

In buildings being constructed or undergoing major modernization, the elevators shall conform to the current edition of the American Society of Mechanical Engineers ASME A17.1 Safety Code for Elevators and Escalators. Existing buildings shall conform to the current edition of ASME A17.3 Safety Code for Existing Elevators and Escalators. Elevator lobby smoke detectors shall activate the building fire alarm system, signal the fire department or central station and capture the elevators. The elevators shall be inspected and maintained in accordance with the current edition of ASME A17.2.1 or A17.2.2, Inspectors Manual for Electronic and Hydraulic Elevators. All elevators shall meet both the ADAAG and the UFAS requirements.

C. SAFETY SYSTEMS:

Elevators shall be equipped with a means of two way voice communication (telephone, intercom, etc.) between the car and a readily accessible point outside the hoistway, which is available to emergency personnel 24 hours a day. An audible signaling device shall be provided. Both the two way voice communication and audible signaling device need to be backed-up with a battery or emergency power source. The back up system shall be clearly identified.

D. SPEED:

The passenger elevators shall have the capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 rentable square feet of leased space for each person). Further the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

6.19 LIGHTING: INTERIOR AND PARKING (FEB 2007)

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:
 - a. Modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient to ensure safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
 - b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
 - c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
 - d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.
 - e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

6.20 LIGHTING: INTERIOR AND PARKING (FEB 2007)

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:
 - a. The Lessor shall provide deep-cell parabolic louver 2'-0" wide x 4'-0" high or 2'-0" wide x 2'-0" high (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors, and 10 foot-candles in other non-working areas.
 - b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. A minimum of 1 foot-candle of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
 - c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.

- d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.
- e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

7.2 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 6:00 p.m. except Sundays, and federal holidays.

7.3 OVERTIME USAGE (SEP 2000)

A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.

C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.

D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

7.4 UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

7.5 BUILDING OPERATING PLAN

~~INTENTIONALLY DELETED. If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.~~

7.6 JANITORIAL SERVICES (SEP 2000)

A. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.

B. SELECTION OF CLEANING PRODUCTS:

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.

2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

7.7 SCHEDULE OF PERIODIC SERVICES (NCR VARIATION (AUG 2002))

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly. Such schedule shall be updated in writing to the Contracting Officer every two (2) years. The Government reserves the right to do its own minor maintenance within Government demised space.

7.8 LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.9 FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

7.10 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 CERTIFICATE OF OCCUPANCY (MAY 2005)

The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

8.2 FIRE PROTECTION AND LIFE SAFETY (MAY 2005)

A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code*, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.

B. Offered space shall provide unrestrictive access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit.

8.3 AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)

A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems*.

E. Definitions:

1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.

2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

8.4 FIRE ALARM SYSTEMS ((NCR VARIATION) JUL 2004)

A. A voice fire alarm systems shall be provided in accordance with NFPA Standard No. 72. If the fire alarm system is over 25 years old, a new voice fire alarm system must be installed prior to Government acceptance and occupancy of the offered space per the latest building code and NFPA 72. If the fire alarm system is over 10 years old, a copy of all maintenance records for the past two years shall be submitted as part of SFO Attachment #4 to the Offeror's proposal. The information shall be reviewed by the Government to determine whether a new fire alarm system will be required. If a new fire alarm system is required, the Offeror will be required to provide such system at its sole cost and expense prior to Government acceptance and occupancy of the offered space.

B. The fire alarm system shall be maintained by the Lessor in accordance with NFPA Standard No. 72. The fire alarm system wiring and equipment must be electronically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station. Emergency power must be provided in accordance with NFPA Standards 70 and 72.

8.5 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.6 ASBESTOS (SEP 2000)

The leased space shall be free of all asbestos-containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

8.7 INDOOR AIR QUALITY (SEP 2000)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.8 RADON IN AIR (SEP 2000)

- A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA's action concentration."
- B. INITIAL TESTING:
 1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
 2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
 3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.
- C. CORRECTIVE ACTION PROGRAM:
 1. *Program Initiation and Procedures.*
 - a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
 - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
 - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
 2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
 3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

- #### D. TESTING PROCEDURES:

- ## 8.9 RADON IN WATER (SEP 2000)

- ## 8.10 HAZARDOUS MATERIALS (OCT 1996)

8.11 RECYCLING (SEP 2000)

8.12 OCCUPANT EMERGENCY PLANS (NOV 2005)

9.0 LEASE SECURITY STANDARDS

9.1 SECURITY: GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

- INITIALS:

LESSOR

GOV

submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

B. Deterrence to Unauthorized Entry:

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

1. During non-duty hours, the Lessor shall provide an electronic key card perimeter security system which covers all building entrances which shall be independently monitored 24 hours a day by a Government-approved, class A commercial monitoring station, and provide a level of security which reasonably deters unauthorized entry to the leased space. In addition, the Lessor shall provide a key card access security system allowing the Government to control individual floor access from all elevators servicing the leased space. The Lessor shall ensure that security cameras and lighting are not obstructed.
1. The Lessor shall, upon request of the Contracting Officer, deter loitering or disruptive acts in and around the space leased during duty hours.
2. The Lessor must provide a detailed outline of the building standard security system.
3. In cases of a building emergency, or where building security has been compromised/breached, the GSA Buildings Manager and the Federal Protective Service must be notified immediately by the Lessor and/or the Lessor's agent.
4. In addition to the required perimeter security system described above, the Government reserves the right to install, at its own expense, addition perimeter and/or internal intrusion detection systems and the owner shall provide a reasonable effort to integrate the building security system with any such additional Government-provided systems.

C. Prevent Unauthorized Access to Utility Areas:

The Lessor shall ensure as part of its building shell obligation that utility areas shall be secure, and only authorized personnel shall have access. The Government reserves the right to require that all electrical and plumbing equipment be secured and alarmed. Such areas that may be identified will be paid for as part of tenant improvements unless otherwise required in this SFO.

D. Provide Emergency Power to Critical Systems (Alarm Systems, Radio Communications, Computer Facilities, Etc.):

THE FOLLOWING SHALL BE PROVIDED BY THE GOVERNMENT AS PART OF ITS TENANT IMPROVEMENTS:

All alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and Special Security Requirements requiring power, as identified elsewhere in the SFO, require emergency power sources.

E. Prevent Public Access to Mechanical Areas and Building Roofs:

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

F. Restrict Access to Building Information:

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. All design, redesign, repair, architectural specification drawings to include electrical, plumbing and HVAC blueprints are to be secured in locked containers at the end of the day. Page accountability is required when special use/construction areas are identified. At the direction of the Contracting Officer, the names and locations of Government tenants may not be disclosed within any publicly accessed document or record. If Government tenants will not be disclosed, the Government may request that such information not be posted in the building directory.

G. Posting of Government Rules and Regulations:

THE FOLLOWING SHALL BE PROVIDED BY THE GOVERNMENT AS PART OF ITS TENANT IMPROVEMENTS:

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government shall coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

H. Development, Implementation, and Periodic Review of Occupant Emergency Plans:

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

Building owners and managers shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the building owners and managers assist in reviewing and revising the OEP and SIP plan(s).

I. Emergency Voice/Alarm Communication System:

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

The building-wide fire alarm system installed in the building shall be an emergency voice/alarm communication system. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located. The emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building.

J. Building Security Plan:

The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

K. Additional Security Measures as Determined by the Government:

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

L. Roof Top Security:

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

As part of the rental consideration, the Government shall have unrestricted roof rights and must be able to accommodate security and communications equipment on the roof. Installation of such equipment shall be coordinated with Lessor and installed in a manner that does not invalidate the terms of any of Lessor's roof warranties. Any antennas or satellite dishes shall not adversely affect the structural integrity of the building and shall be installed in a manner so as to minimize any adverse aesthetic concerns. In the event the roof shall require maintenance, repair, or replacement, the Lessor will advise the Government prior to roof repairs. In no event shall the Lessor be responsible for personal property of the Government placed on the roof top pursuant to this Paragraph.

9.2 BACKGROUND SECURITY CHECKS (NOV 2005)

Conduct Background Security Checks and/or Establish Security Control Procedures for Contract Service Personnel:
The Government will conduct background checks on contractors in Government-leased space and non-Government space. Furthermore,

- A. The Lessor shall submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.
- B. If required, the Contracting Officer shall furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed for each employee and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for the employee's assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor shall be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis.

9.3 ENTRY SECURITY REQUIREMENTS (NOV 2005)

A. Public Lobbies/Entrances/Exits:

The Government must have the right and the ability to fully control access to the building and parking areas at all times. The Government shall have the right to maintain security control over public areas and building entry points, including adjacent surface parking, underground parking, and structures under the building owner's control. The Government will have the right to inspect at point of entry and in the public space. This right shall also include the right to deny access to, or remove vehicles from the premises.

The Government requires the right to provide security guards for public lobbies and public entrances. Wherever security equipment is required, the Government requires the right to provide armed security guards to staff the equipment. The Government shall determine the adequacy of existing security equipment (magnetometers and x-ray) as part of the Government's building security assessment. The Government will provide any additional security equipment required. The number of guards required will be based on the Government's building security assessment and will correspond to the lobbies, entrances, and exits designed for regular, daily business-hours use. Visitor control and screening applies throughout the facility, including loading docks, underground garages, and parking area entrances.

B. Security Guards:

The Government requires the right to station security guards, provided by the Government, at public lobbies and public entrances/exits for such purposes as ID/pass control and staffing x-ray and magnetometer equipment. The number of security guards required will be based on the Government's building security assessment, which will address the quantity and location of security equipment as required below. As part of its building shell obligation, the Lessor shall make available appropriate lobby and entrance/exit space for this purpose (i.e., space at entrances).

C. X-Ray and Magnetometer at Public Entrances:

The Government requires the right to install magnetometers and X-ray machines at public entrances, which shall be provided, operated, and maintained by the Government. Armed security guards, provided by the Government, will direct the building population and visitors through the screening equipment. As part of its building shell obligation, the Lessor shall make available appropriate lobby and entrance/exit space for this purpose.

D. X-Ray Screening of All Mail, Packages, and Shipments:

All mail and packages entering the building shall be subject to x-ray screening and/or visual inspection by armed security guards provided by the Government. As part of its building shell obligation, the Lessor shall make available appropriate space for this purpose at the point(s) of entry to the building. The Government reserves the right to negotiate security enhancements necessary for securing any unsecured non-federal block of space with a separate entrance (e.g., ground floor retail) based on the Government's building security assessment.

E. For all staffed entry security requirements identified in the above subparagraphs A through D, the Government's building security assessment shall determine which, if any, building entry points may be excluded from the staffing requirement.

F. Divert Truck Shipments:

In buildings proposed to be leased to the Government, where the Government will occupy the building in its entirety, or nearly so (approx. 90 percent or greater), the Government will have the right to divert truck shipments to a secondary location for screening purposes.

G. Access to public oriented uses or retail uses must be via separate entrances. Access to the Government's offices shall be secured at one entrance in the main lobby(ies).

9.4 **OCCUPANT/VISITOR SCREENING REQUIREMENTS (NOV 2005)**

A. Photo Identification:

The Government shall require acceptable Government-issued (e.g., driver's license) photo ID for all building occupants upon entry to the building, per Government security post orders.

B. Visitor Control/Screening System:

1. All visitors to the building shall be required to sign in with a receptionist or guard, display a formal identification/badge, and/or require an escort. The Lessor shall permit a staffed station or stations. As part of its building shell obligation, the Lessor shall make available public entrances and lobby space for visitor control and screening equipment.

2. Visitor control and screening applies throughout the facility as determined by the Government's building security assessment. Underground garages and parking area entrances are also subject to visitor controls and screening.

9.5 **SECURE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REQUIREMENTS (NOV 2005)**

A. Outdoor Air Intakes:

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

The outdoor air intakes shall be located on a secure roof or high sidewall; otherwise

1. *Outdoor air intakes shall be relocated.* The lowest edge of the outdoor air intakes shall be placed at the highest feasible level above the ground or above any near accessible level. Access shall be locked and secured, if feasible. For increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be completely free of trash, debris or any other matter.

2. *Outdoor air intakes shall be extended.* If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 12 feet, 0 inches may be required, as it will place the intake out of reach of individuals without some assistance. The entrance to the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (i.e., loading docks, retaining walls) might provide access to the outdoor air intakes.

3. *A security zone around outdoor air intakes shall be established.* When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or similar see-through barriers that will not obscure visual detection of terrorist activities or a deposited CBR source may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. Thus, individuals attempting to enter these protected areas will be more conspicuous to security personnel and the public. Monitoring the buffer zone by physical security, closed circuit television (CCTV), security lighting, or intrusion detection sensors shall be required.

B. Dedicated HVAC for Lobbies, Mailrooms (if centrally operated), and Loading Docks:

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

To prevent widespread dispersion of a contaminant released within lobbies, mailrooms, and loading docks, the associated HVAC systems shall be isolated and the areas maintained by a dedicated exhaust system at a negative pressure relative to the rest of the building, but at a positive pressure relative to the outdoors where feasible. Physical isolation of these areas (well-sealed floor to roof-deck walls, sealed wall penetrations) is critical to maintaining the pressure differential and requires special attention to ensure airtight boundaries between these areas and adjacent spaces. A qualified HVAC professional can assist in determining if the recommended isolation is feasible for a given building. A modification to an existing system will likely require a re-evaluation of the existing HVAC system as well as potentially involving architectural and/or structural changes to the building. In some cases the cost may be prohibitive. Any re-engineering of HVAC systems shall be estimated and costs identified to the Contracting

Officer before beginning any proposed alterations. In addition, lobbies, mailrooms, and loading docks shall not share a return-air system. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC will be required for mailrooms only when the Government specifically requires a centrally-operated mailroom. Non-Government building tenants may share the mailroom. Where possible, the mailroom shall be adjacent to the loading dock to prevent the possible contamination of additional areas within the building. Any mailroom or area where mail is received and sorted, shall have posted the telephone numbers of the Lessor/Owner's building manager/engineer and local emergency personnel for emergency notification. Mailrooms shall also have posted a copy of the general precautions for mail handling.

C. Airborne Hazards:

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize possible contamination, as deemed appropriate to the hazard. A Government-approved Occupant Emergency Plan shall provide for the evacuation of the building or sheltering-in-place procedures.

D. Secure Return-Air Grilles:

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

Securing accessible return-air grilles shall be required. Protection measures shall not adversely affect performance of the building's HVAC system. Return air-grille protective measures include 1) relocating return-air grilles to inaccessible, yet observable locations, 2) increasing security presence (human or CCTV) near vulnerable return-air grilles, 3) directing public access away from return-air grilles, and 4) removing furniture and visual obstructions from areas near air grilles.

9.6 **PARKING SECURITY REQUIREMENTS (NOV 2005)**

A. Control of Parking Areas:

The Government requires the right to impose security control over all parking areas, surface or structured. Security control will include the right to inspect at points of entry, the right to deny access to, and remove vehicles from the premises.

B. Limit Accessibility to Official Government Vehicles:

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

Accessibility to official Government vehicles shall be limited through fencing or other means.

C. Identification of Parking Areas:

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

Government parking areas or spaces shall be assigned and marked as "reserved."

D. Inspection of Parking Areas:

The Government reserves the right at all times, to inspect the parking premises, all vehicles therein, and to remove vehicles it deems appropriate to remove.

F. Monitoring Parking:

The Government requires the right to impose security control over parking areas, and shall include the right to inspect all vehicles at points of entry and within the garage, the right to restrict entry, and the right to remove vehicles. Implementation of a vehicle pass/ID system for contract/monthly parkers, acceptable to the Government, shall be provided by Lessor as part of its building shell obligation.

G. Post Signs and Arrange for Towing of Unauthorized Vehicles:

THE FOLLOWING SHALL BE PROVIDED BY THE GOVERNMENT AS PART OF ITS TENANT IMPROVEMENTS:

Signage shall be required, acceptable to the Government, to alert parking patrons of inspection and towing policies. Signage shall advise that the removal of unauthorized vehicles can be expected

H. ID System and Procedures for Authorized Parking:

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

An ID system for authorized parking shall be required, acceptable to the Government, for identification of vehicles and corresponding parking spaces (placard, decal, card key, etc.).

9.7 **CLOSED CIRCUIT TELEVISION (CCTV) MONITORING REQUIREMENTS (NOV 2005)**

A. CCTV Surveillance Cameras with Time Lapse Video Recording:

THE FOLLOWING SHALL BE PROVIDED BY THE GOVERNMENT AS PART OF ITS TENANT IMPROVEMENTS:

Twenty-four hour CCTV coverage and recording, provided, operated, and maintained by the Government, shall be required. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required as a source of evidence and investigative leads. The Government reserves the right to centrally monitor the CCTV Surveillance.

B. Post Signs Advising of 24-hour Video Surveillance:

THE FOLLOWING SHALL BE PROVIDED BY THE GOVERNMENT AS PART OF ITS TENANT IMPROVEMENTS:

When video surveillance is installed, warning signs shall be required. Warning signs advising of twenty-four hour surveillance shall be posted as a deterrent in protecting employees and facilities.

9.8 SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005)

THE FOLLOWING SHALL BE PROVIDED BY LESSOR AS PART OF LESSOR'S BUILDING SHELL OBLIGATION:

Application of shatter-resistant material, acceptable to the Government, shall be required on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government.

9.9 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)

The Government reserves the right, at its own expense and with its own personnel, to temporarily (generally not to exceed 120 days, but a longer duration could be required due to a national emergency) heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest. The Government must have the right and the ability to immediately "lock down" or prevent ingress or egress into the building and/or parking areas in emergency situations, including during a security emergency as determined by the Government, and the Lessor shall have no cause of action against the Government. Furthermore, the Offeror must submit as part of its offer certification in writing that such Government action will not cause the Offeror to be in breach of any existing lease, contract, or other agreement; or in the alternative the Offeror must agree in writing to indemnify and hold harmless the Government against any loss, damage, claims, liability, or expense (including, but not limited to, reasonable attorneys' fees) related to a breach of lease, contract or agreement by the Offeror resulting from the Government's action pursuant to its rights under this section. Moreover, the Offeror agrees that upon award of the lease, the Offeror/Lessor will not enter into any subsequent lease, contract, or other agreement that conflicts with or in any way limits the Government's rights under this section.

**RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING**

The Offeror and the licensed fire protection engineer shall complete Parts A and B of this form. Part A consists of a series of short answer and yes/no/not applicable questions related to the building's fire protection and life safety systems. Part B is a detailed narrative report based on a walk-through of the building that includes the review of life safety system preventative maintenance records. The fire protection engineer shall prepare the detailed narrative report. The detailed narrative report and assessment of the building's features and life safety systems shall address at a minimum the items noted in Part B, *Office Building Profile*; as they apply to the offered building. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria with the associated code reference as well as recommended corrective action(s).

1. Fundamental Code Requirements.

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.

2. Definitions.

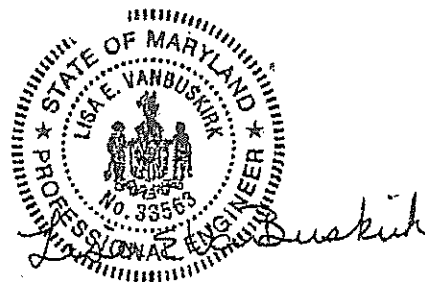
- a. High-rise building: A building greater than 75 feet in height where the building height is measured from the lowest level of fire department vehicle access to the floor of the highest occupied floor. A building that is 6 stories or more in height is typically considered a high-rise building.
- b. Hazardous Areas: Any space or compartment within a building in which storage or other activity exists that is not part of normal office space arrangements and that possesses the potential for producing a fully involved fire. Such areas used for: the storage or use of combustibles or flammables; toxic, noxious, or corrosive materials; or heat producing appliances, etc. (as defined in the latest edition of NFPA 101, *Life Safety Code*).

The Offeror states, as part of this offer, that the proposed space/building is as described below and that the information provided is accurate. In addition, the Offeror agrees all features and devices described below are in operating order and properly maintained. **BOTH THE OFFEROR AND THE FIRE PROTECTION ENGINEER WILL MAKE THIS EVALUATION. THE FIRE PROTECTION ENGINEER'S OFFICIAL STAMP (PROFESSIONAL LICENSE) MUST BE PLACED ON BOTH PART A AND PART B.** Please provide additional pages should this form not provide sufficient space to respond adequately to any question.



**PRELISE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING**

PART A



BUILDING ADDRESS			
Building Name:	600 and 700 Lincoln Plaza		
Building Address:	600 and 700 Army Navy Drive		
City:	Arlington		
State:	VA		
9-Digit Zip Code:	22202		
BUILDING CODE AND FIRE CODE ADOPTED BY LOCAL JURISDICTION			
Building Code:	International Building Code, with Virginia and Arlington County Amendments	YEAR:	2003
Fire Code:	International Fire Code, with Virginia and Arlington County Amendments	YEAR:	2003
SIZE AND LAYOUT			
The following information applies to (check one):		<input checked="" type="checkbox"/> an existing building <input type="checkbox"/> a building planned for lease construction <input type="checkbox"/> a building planned for lease construction with Government option to purchase	
Identify each floor in which space is offered to Government:		Floors 1-12 in both buildings	
Identify gross square footage of space offered to Government on each floor:		17,500 sf per floor	
Identify height (in feet) of the building above the lowest level of fire department vehicle access:		168 feet (each building)	
Identify the number of floors above the lowest level of fire department vehicle access:		12 (each building)	
Identify the number of floors below the lowest level of fire department vehicle access:		2 (shared by both buildings)	
OTHER OCCUPANCIES IN BUILDING (Check All That Apply)			
<input checked="" type="checkbox"/> Restaurants	<input type="checkbox"/> Laboratories	<input checked="" type="checkbox"/> Storage	<input type="checkbox"/> Retail <input checked="" type="checkbox"/> Other (list) Assembly
BUILDING CONSTRUCTION TYPE (Check One)			
<input checked="" type="checkbox"/> Fire resistive	<input type="checkbox"/> Heavy Timber	<input type="checkbox"/> Ordinary	<input type="checkbox"/> Wood Frame <input type="checkbox"/> Unprotective non-combustible
VERTICAL OPENINGS (CHECK ONE)			
Between Two or More Floors			
Exit Stairways	<input type="checkbox"/> open <input checked="" type="checkbox"/> enclosed with doors, provide description		Two exit enclosures for each building.
Shafts	<input type="checkbox"/> open <input checked="" type="checkbox"/> enclosed, provide description		6 passenger elevators, 1 service elevator, 2 parking garage elevators for each building
Atrium	<input type="checkbox"/> open <input type="checkbox"/> enclosed, provide description		Not Applicable
Other	<input type="checkbox"/> open <input type="checkbox"/> enclosed, provide description		Not Applicable
None	<input type="checkbox"/>		
ELECTRICAL SYSTEM			
Please Check YES, NO, or NA to the following question:		YES	NO
The building electrical system appears to comply with the NFPA 70, <i>National Electrical Code</i> in that there are no obvious deficiencies (e.g., temporary wiring, use of extension cords, deteriorated equipment, missing equipment, etc.). If potential problems are noted, describe on an attached sheet.		X	

**RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING**

BUILDING EGRESS AND EXITING SYSTEM			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Unrestrictive access is provided to a minimum of two exits on each floor.	X		
Scissor stairs count as only one approved exit.			X
Fire escapes are not counted as an approved exit.			X
Corridors have a 1-hour fire-resistive rating.		X	
Exit access is at least 44 inches wide.	X		
All exit stairways terminate directly at a public way or at an exterior exit discharge.	X		
All exit doors swing in the direction of exit travel.	X		
BUILDINGS PROTECTED THROUGHOUT BY AUTOMATIC FIRE SPRINKLERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
The minimum separation distance between two exits or exit access doors measured in a straight line between the exits or exit access doors shall not be less than one-third the length of the maximum overall diagonal dimension of the building or area served.	X		
The travel distance to the exits is not more than 300 feet.	X		
The maximum length of a dead-end corridor is 50 feet.	X		
The common path of travel is not more than 100 feet in length.	X		
BUILDINGS NOT PROTECTED THROUGHOUT BY AUTOMATIC FIRE SPRINKLERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
The minimum separation distance between two exits or exit-access doors measured in a straight line between the exits or exit-access doors shall not be less than one-half the length of the maximum overall diagonal dimension of the building or area served.			X
The travel distance to the exits is not more than 200 feet.			X
The maximum length of a dead-end corridor is 50 feet.			X
The common path of travel is not more than 75 feet in length.			X
STANDPIPES AND PORTABLE FIRE EXTINGUISHERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Standpipes are installed in building.	X		
Portable fire extinguishers are installed in building.	X		
BUILDING EXIT HARDWARE AND EGRESS DOORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
All exit stairway doors are in proper working order.		X	
All exit stairway doors are self-closing or automatic-closing; and self-latching.		X	
In an emergency, all exit stairway doors permit re-entry from the exit stairway enclosure to the interior of the building.	X		
Exit doors require one action to open (e.g., no locks, locked during unoccupied periods only). NOTE: Special locking arrangements may be permitted if allowed by local jurisdiction.	X		

AP

**RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING**

AUTOMATIC FIRE SPRINKLERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Automatic fire sprinklers are installed throughout the building.	X		
Automatic fire sprinklers are installed in all below-grade space.	X		
Automatic fire sprinklers are installed only in corridors.		X	
Automatic fire sprinklers are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).	X		
Automatic fire sprinklers are installed in other locations in the building (describe locations on additional sheet).		X	
Central Sprinkler Company's Omega line of fire sprinklers are installed in the building (describe location(s), model(s), number of sprinklers, date installed, etc. on additional sheet).		X	
Automatic fire sprinklers having an "O-Ring" are installed in the building (describe location(s), model(s), number of sprinklers, date installed, etc. on additional sheet).		X	
The automatic fire sprinkler system is electronically supervised in accordance with NFPA 13, <i>Standard for Installation of Sprinkler Systems</i> .	X		
The automatic fire sprinkler system is maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> .	X		
SMOKE DETECTORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Smoke detectors are installed throughout the building.		X	
Smoke detectors are installed only in corridors.		X	
Smoke detectors are installed only in elevator lobbies.	X		
Smoke detectors are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).	X		
Smoke detectors are installed in other locations in the building (describe other locations on additional sheet).	X		
Duct smoke detectors are installed in the building.	X		
HEAT DETECTORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Heat detectors are installed throughout the building.		X	
Heat detectors are installed only in corridors.		X	
Heat detectors are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).		X	
Heat detectors are installed in other locations in the building (describe other locations on additional sheet).	X		
FIRE ALARM SYSTEM			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
A fire alarm system is installed in the building.	X		
Audible alarm notification appliances are installed and located throughout the building to be effectively heard above normal conditions of occupancy.	X		
Visible alarm notification appliances are installed and located throughout the building.	X		
Operation of the fire alarm system automatically notifies building occupants to evacuate or relocate within the building.	X		
Operation of the fire alarm system automatically notifies the local fire department or UL central station service.	X		
Emergency power is provided for the fire alarm system.	X		
The fire alarm system has emergency voice communication capabilities.	X		
The fire alarm system is maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm Code</i> .	X		

**PRELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING**

HAZARDOUS AREAS			
Hazardous Areas as defined by NFPA 101, Life Safety Code			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Hazardous areas are located in the building.	X		
List locations of all hazardous areas in the building (describe locations on additional sheet).	X		
EXIT SIGNS, EMERGENCY LIGHTING, & EMERGENCY POWER			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Illuminated exit signs are installed along exit paths.	X		
Emergency lighting is installed along exit paths.	X		
Emergency power is provided for building's life safety systems (e.g., exit signs, emergency lighting, fire alarm, etc.).	X		
An emergency generator is installed in the building to provide emergency power to the building's life safety systems.	X		
An UPS system is installed in the building to provide emergency power to the building's life safety systems.		X	
INTERIOR FINISH			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Offered space has corkboard installed on walls.		X	
Offered space has carpet installed on walls.		X	
Offered space has wood paneling installed on walls.		X	
ELEVATORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Elevators have a current certificate of elevator inspection from the local jurisdiction.	X		
Elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location manned during normal working hours when the elevators are in service.	X		
Elevators are automatically recalled by smoke detectors located in elevator lobbies and machine rooms.	X		
Elevators recall to an alternate level when activated by primary level smoke detector.		X	
Elevators are equipped with firemen's manual capture feature.	X		
PUBLIC ADDRESS SYSTEMS			
Please Check YES, NO, or NA to the following question:	YES	NO	NA
An independent public address system is provided throughout the building.		X	



PRELASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING

PART B
OFFICE BUILDING PROFILE

1. General Information. The 600 and 700 buildings are nearly identical buildings with a shared, single tenant.
 - a. Provide a copy of the certificate of occupancy issued by the local building official. See Appendix 1
 - b. Identify any cited citations or violations noted by the local jurisdiction regarding the building. None
 - c. Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building. See Appendix 2
 - d. Provide a scaled drawing(s) of the entire floor or floors in which space is being offered in the building. The scaled drawing(s) shall include the locations of all exit stairs and elevators. Indicate on the drawing the proposed space being offered to the Government. See Appendix 3
 - e. Provide scaled drawings of the floor or floors where all exit stairs discharge. See Appendix 3
 - f. Identify the number of floors in the building (above and below grade). 12 floors in both 600 and 700 Army Navy Drive.
 - g. Identify the approximate gross square footage per floor in the building. Approximately 17,500 per floor.
 - h. Identify the proposed floors offered to the Government to occupy. Floors 1-12 in each building.
 - i. Identify by location and describe hazardous/significant fuel load areas that, when ignited, would produce significant adverse effects to its buildings and occupants. A 2,000 gallon diesel tank serving both the Life Safety and Mission Critical Emergency Generators is provided for each building. A 275 gallon and 50 gallon day tank serve the Life Safety Emergency Generator for each building. Fire loads and chemicals typical for office buildings with storage and mechanical spaces.
 - j. Identify and describe potential fire ignition sources in hazardous/significant fuel load areas in the building. The proximity of the fuel source and the ignition source shall be described. Ignition sources typical for an office building with storage and mechanical spaces.
2. Building Construction.
 - a. Identify and describe the type of construction for floors, walls, columns, and roof of the building. Fire-resistive construction. The 1981 Edition of BOCA Building Code, with Virginia amendments would have permitted either Type 2 or Type 1 construction. The actual construction type is unknown.
3. Occupancy Classifications.
 - a. Identify all the different types of occupancies on each floor of the subject building. Include mechanical equipment areas, storage areas, basement(s), etc. Both the 600 and 700 Buildings are primarily business occupancies with offices and conference rooms on all floors. A common, below-grade parking garage (storage occupancy) serves both the 600 and 700 Building. Each building is provided with its own loading dock on Floor 1 (storage occupancy). The 600 Building includes a cafeteria on the first floor and health club and courtroom on the second floor (assembly occupancies). The 700 Building includes an auditorium and museum (assembly occupancy) on the first floor. The 700 Building also includes a library on the seventh floor (business occupancy). Storage rooms, telecommunication, electrical, and computer rooms are located on multiple floors of both buildings (storage occupancies). The main switchgear room is located on the second floor of the 700 Building (utility occupancy). Both buildings have a mechanical penthouses and mechanical rooms (utility or storage occupancies) in the common parking garage.
 - b. Identify if the building is separated or non-separated mixed use and what fire rated separation is provided. The buildings appear to have been constructed as separated occupancies, per the 1981 BOCA Building Code.
4. Vertical Openings.
 - a. Identify by location and describe the enclosure of vertical openings through floors, such as stairways, hoistways for elevators, escalators, and shafts. Both buildings have the same stair and elevator arrangement: Two exit stairs that serve Floor B2 through Floor 12. The south stair continues to the roof. Six passenger elevators serve Floors 1 through 12. A service elevator serves Floor B1 and Floor 1. Two parking garage elevators serve Floor B2 through Floor 1.
 - b. Identify and describe the appropriateness of the firestop systems utilized in all penetrations of the enclosure of the vertical opening. Multiple, severe penetrations of the electrical and telecommunication rooms were observed in both buildings. In addition, where visual notification devices were removed during the fire alarm replacement project in 2005, the holes in the walls have not been patched.
5. Means of Egress.
 - a. Identify the number of exit stairs on each floor of the building. Interlocking (scissor) stairs count only as one exit stair. Each building has two exit stairs.

PRELASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING

- b. Identify the number of fire escapes serving the building. Fire escapes shall not be counted as an approved exit. Not applicable.
 - c. For each exit stair, identify:
 - i. The clear width measurement between handrails. 39.5 inches for all stairs between handrails. Overall stair width 44 inches..
 - ii. The location of where each exit stair discharges. The north stair for each building discharges through the lobby. The south stair discharges through a series of corridors to the south side of the building adjacent to the loading dock. The South Stair egress paths did not appear to meet the code requirements of an exit passageway.
 - iii. If each exit stair enclosure allows re-entry from stair enclosure to the interior of the building. All exit stairs permit re-entry.
 - iv. Describe all penetrations into and openings through each exit stair enclosure assembly. Only penetrations for automatic sprinklers.
 - v. Describe any headroom obstruction within each exit stair enclosure. None.
 - vi. Describe if any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and The South Stair for both buildings discharges past double doors which open to the loading dock. The loading dock doors in both building were held open with boxes or other materials. A fire in the loading dock would compromise this exit. Other doors that provide access to this exit path are also propped open with rubber door stops and other materials. Doors should be maintained in a closed position at all times. Debris is stored along the south exit path in both buildings. Debris should be removed. The exit discharge path for the South Stairs did not appear to meet the requirements of an exit passageway, as restrooms, loading dock, service elevator lobbies, and offices opened onto the stair discharge paths.
 - vii. Exit stair remoteness. The exit stairs are separated by a minimum of 1/3 the diagonal distance of the area served.
 - d. Identify and describe all exit doors that do not swing in the direction of exit travel. None.
 - e. Identify and describe if all exit stair doors are self-closing and self-latching. The exit discharge door for the 700 Building's North Stair and 600 Building's south exit corridor door (between the loading dock corridor and bathroom corridor) for the South Stair on Level 1 did not close and latch automatically. All other exit doors appeared to be self closing and latching.
 - f. Identify and describe if all fire doors are in proper working order. All other fire doors appeared to be in working order.
 - g. Identify by floor and describe the exit access system (i.e., corridor or open plan office concept). Open office plan with some offices along the exterior of the building.
 - h. Identify by location and describe any concern regarding the exit signage within the building. None.
 - i. Describe the building's emergency lighting system. Lighting is provided with emergency power from the Life Safety Emergency Generator. In addition, the stair lights on every other landing are provided with 90 minute battery back-up power.
 - j. Identify and describe if emergency power is provided within the building. Each building is provided with its own Life Safety Emergency Generator. Each generator is 500 KW, 625 KVA.
 - k. If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110, *Standard for Emergency and Standby Power Systems* or NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems* as applicable. The generators appeared to be maintained in accordance with NFPA 110.
6. Automatic Fire Suppression Systems.
- a. Identify and describe if the building is protected or not protected throughout by an automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify areas of the building where partial fire sprinkler protection is provided. The buildings are protected throughout with automatic sprinklers. A 750 gpm, electric fire pump is provided on Floor B1.
 - b. Identify and describe all areas within the building that are protected by different types of automatic fire sprinkler systems (e.g., dry, wet, pre-action, etc.). The parking garage is provided with a dry-pipe sprinkler system. The above-grade portion of the two buildings is provided with a wet-pipe sprinkler system.
 - c. Identify and describe any other fire suppression systems installed within the building. On Floor 2 of the 700 Building, the main switchgear room is provided with an ANSUL suppression system which is monitored by the fire alarm system. The cafeteria kitchen in the 600 Building includes chemical suppression systems for the cooking areas and hoods.
 - d. Identify and describe the types of standpipes installed in the building. Type I standpipes are provided throughout both buildings. One of the standpipe risers (North Stair of each building) is a combination riser for the automatic sprinklers and standpipe.
 - e. If automatic fire sprinkler systems are provided in the building describe if they are tested and maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. The sprinkler systems appear to be tested in accordance with NFPA 25.

RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING

7. Fire Alarm System.

- a. Identify and describe the age, type, manufacturer and model of fire alarm system. The fire alarm systems for both buildings were replaced in 2005 with Fire Control Instruments (FCI) 7100 addressable systems.
- b. Describe if the fire alarm system is connected to a U.L. listed Central Station Service or to the local fire department. Both systems are monitored by Kastle, an off-site central station, which will automatically notify the Arlington County Fire Department.
- c. Describe in detail the operation of the fire alarm system. Upon receipt of an alarm (waterflow alarm, manual pull station, or detector activation), the fire alarm system will activate the stair pressurization system. The HVAC system will exhaust the fire floor. The floor of alarm, floor above, and floor below will be directed to evacuate.
- d. Describe how the audible alarm notification appliances are installed and located throughout the building to be effectively heard above normal conditions of occupancy. Adequate audible notification devices are located throughout the building.
- e. Describe if the fire alarm system has emergency voice communication capabilities. The fire alarm system is capable of emergency voice communications.
- f. Identify by location the installation of smoke detectors in the building. Smoke detectors are located in elevator lobbies, electrical and telecommunication rooms, elevator machine rooms, and large storage rooms.
- g. Identify by location the installation of heat detectors in the building. Heat detectors are located in mechanical rooms, elevator shafts, computer rooms, loading docks, and parking garage.
- h. Identify by location the installation of duct smoke detectors in the building. Duct detectors are provided for all HVAC systems (supply and return air). Additional particle sensor devices which can shut down the air handling system, are provided for the outside air system.
- i. Identify and describe the HVAC fan shutdown features. The HVAC system is provided with manual control in the fire command center. Upon activation of a duct detector, the HVAC system will shut down.
- j. Describe in detail if the fire alarm system is tested and maintained in accordance with the applicable local codes or NFPA 72, *National Fire Alarm Code*. The fire alarm system appears to be tested and maintained in accordance with NFPA 72.

8. Interior Finish.

- a. Identify carpeting installed in any exit stairs and/or walls within the building. Carpeting is installed in the South Stair of the 600 Building between Floors 11 and 12. The exit corridor of the south stair in both buildings is lined with "Sisal" sea grass wall covering, which appears similar to carpet, but reportedly meets the interior fire spread limitations for exit enclosures. A cut sheet for the product was not available and the fire-resistance of the material could not be confirmed.

9. Elevators.

- a. Verify the elevators have a current certificate of elevator inspection from the local jurisdiction. Yes.
- b. Identify and describe the emergency recall operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase I Emergency Recall Operation requirements. Primary recall to Floor 1 is provided for all elevators in both buildings, per ASME A17.1, for Phase 1 Emergency Recall Operations. Alternate recall is not provided.
- c. Identify and describe the emergency in car operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase II Emergency In-Car Operation requirements. Elevators are equipped with Phase II Emergency In-Car Operation capability, per ASME A17.1
- d. Identify and describe if the elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location manned during normal working hours when the elevators are in service. The elevator telephones are connected to Kastle, an offsite monitoring company.

See Appendix 4 for Findings and Recommendations.

PRELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING

STATEMENT OF FIRE PROTECTION ENGINEER (FPE)

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official stamp, professional license information, and signature are affixed below.

I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria.

(If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Signature: (b) (6) Date: September 4, 2007

Printed Name: Lisa E VanBuskirk

Name of Firm: Rolf Jensen & Associates Phone #: (301) 490-3901

License Number: MD 33563

Stamp Here:



PRELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the Offeror shall attach a sheet describing the exact nature of the deficiency, and the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement. *

NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.

Signature: (b) (6) Date: 9/21/2007
Printed Name: KATYA NAMAN
Title: VICE PRESIDENT
Name of Firm: LOWE ENTERPRISES REAL ESTATE GROUP

* DEA has committed to repair these items at DEA expense
Finding # 1, 2, 3 and 4

* Landlord to install elevator recall to alternate level when
activated by primary level smoke detector (page 5 of 10)

1. 552.270-4 DEFINITIONS (SEP 1999) (VARIATION)

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
 - (1) acts of God or of the public enemy,
 - (2) acts of the United States of America in either its sovereign or contractual capacity,
 - (3) acts of another contractor in the performance of a contract with the Government,
 - (4) fires,
 - (5) floods,
 - (6) epidemics,
 - (7) quarantine restrictions,
 - (8) strikes,
 - (9) freight embargoes,
 - (10) unusually severe weather, or
 - (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or Comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (l) "Usable square feet" means the ANSI/BOMA Z65.1-1996 definition for BOMA usable office area, which means "The area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (m) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

INITIALS:

LESSOR

GOVERNMENT

2. 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. 552.270-23 SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 STATEMENT OF LEASE (SEP 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

INITIALS:

LESSOR

&
GOVERNMENT

(b) Letters issued pursuant to this clause are subject to the following conditions:

- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
- (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
- (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. 552.270-26 NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:

- (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases,

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in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

- (2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.
- (3) Other, additional relief provided for in this lease, at law, or in equity.
- (b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (c) Delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.
- (d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

12. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

**14. 552.270-6 MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999)
(VARIATION)**

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide

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any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

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20. 552.270-29 ACCEPTANCE OF SPACE (SEP 1999) (VARIATION)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Office Area square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 INSPECTION—RIGHT OF ENTRY (SEP 1999)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
- (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers;
 - (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
 - (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
 - (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)

- (a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Offeror" means the owner of the property offered, not an individual or agent representing the owner.

"Registered in the CCR database" means that---

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record "Active."
- (b) (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee must be registered with D&B and in the CCR database prior to

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LESSOR GOVERNMENT

award, during performance, and through final payment of any contract resulting from this solicitation.

- (2) The Offeror shall enter in the appropriate block, on the GSA Form 3518, entitled Representations and Certifications, the legal entity's name and address, followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.
- (c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An Offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)
 - (1)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide the responsible Contracting Officer a fully revised and initialed/signed GSA Form 3518, entitled Representations and Certifications, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

23. 552.232-75 PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date.*

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
- (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
- (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
- (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
- (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

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LESSOR GOVERNMENT

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

24. **552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)**

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). The Lessor must, no later than 30 days before the first payment:
 - (1) Designate a financial institution for receipt of EFT payments.
 - (2) Submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor must provide the following information:
 - (1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
 - (2) Number of account to which funds are to be deposited.
 - (3) Type of depositor account ("C" for checking, "S" for savings).
 - (4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit Form SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, before payment can be processed.
- (c) If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the:
 - (1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.
 - (2) Lessor's name.
 - (3) Lease number.
- (e) Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

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25. 552.232-70 INVOICE REQUIREMENTS (SEP 1999) (VARIATION)

(This clause is applicable to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

26. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Applicable to leases over \$2,500.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

27. 552.270-20 PAYMENT (SEP 1999) (VARIATION)

- (a) When space is offered and accepted, the ANSI/BOMA Office Area square footage delivered will be confirmed by:

- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
- (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Office Area square footage stated in the lease.

- (c) If it is determined that the amount of ANSI/BOMA Office Area square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Office Area square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

28. 552.203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)

(Applicable to leases over \$100,000.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from

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LESSOR GOVERNMENT

the contract price or consideration, or otherwise recover the full amount of the contingent fee.

- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

29. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price

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charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

- (c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

30. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

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- (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

31. 552.203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applicable to leases over \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
 - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than

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LESSOR GOVERNMENT

30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

32. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applicable when cost or pricing data are required for work or services over \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
- (1) The actual subcontract or
 - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if—
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the

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- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

33. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

34. 552.270-14 CHANGES (SEP 1999) (VARIATION)

- (1) Specifications (including drawings and designs);
- (2) Work or services;
- (3) Facilities or space layout; or

LESSOR

GOVERNMENT

- (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
 - (1) A modification of the delivery date;
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or
 - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

35. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

36. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or

INITIALS: OM & 915
LESSOR GOVERNMENT

- (4) Performance of the contract, subcontract or modification.
- (d) *Comptroller General.*
- (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
- (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.
- (f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

37. 52.233-1 **DISPUTES (JUL 2002)**

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted

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is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

38. 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(Applicable to leases over \$10,000.)

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall

INITIALS:

LESSOR

& GOVERNMENT

not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100, (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase

INITIALS: AM & PL
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order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

39. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(Applicable to leases over \$10,000,000.)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

40. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Applicable to leases over \$10,000.)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

41. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(Applicable to leases over \$25,000.)

- (a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and

INITIALS:


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GOVERNMENT

- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and

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& GOVERNMENT

- other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) *Listing openings.*
- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
 - (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
 - (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) *Postings.*
- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
 - (2) The employment notices shall—
 - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
 - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
 - (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
 - (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

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- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

42. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Applicable to leases over \$10,000.)

(a) *General.*

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

- (1) The Contractor agrees to post employment notices stating—
- (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and
 - (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

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- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

43. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(Applicable to leases over \$25,000.)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
 - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—
- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
 - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—
- (1) The information is voluntarily provided;
 - (2) The information will be kept confidential;
 - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
 - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

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44. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(Applicable to leases over \$25,000.)

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

45. 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applicable when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
 - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

46. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further

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the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

47. 52.219-9 **SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)**

(Applicable to leases over \$500,000.)

- (a) This clause does not apply to small business concerns.

- (b) *Definitions.* As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the Offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

- (d) The Offeror's subcontracting plan shall include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

- (2) A statement of—

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned

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- small business;
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will—
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone

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- small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact—
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through—
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business,

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HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—
- (1) The master plan has been approved;
 - (2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with—
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns"; or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

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48. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$500,000.)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

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LABOR STANDARDS	38	52.222-26	Equal Opportunity
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
	40	52.222-21	Prohibition of Segregated Facilities
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
	42	52.222-36	Affirmative Action for Workers with Disabilities
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	45	52.215-12	Subcontractor Cost or Pricing Data
	46	52.219-8	Utilization of Small Business Concerns
	47	52.219-9	Small Business Subcontracting Plan
	48	52.219-16	Liquidated Damages—Subcontracting Plan

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (Variation)
GENERAL	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery—Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises— Right of Entry (Variation)
	15	552.270-10	Failure in Performance
	16	552.270-22	Default by Lessor During the Term
	17	552.270-7	Fire and Casualty Damage
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry
PAYMENT	22	52.204-7	Central Contractor Registration (Variation)
	23	552.232-75	Prompt Payment
	24	552.232-76	Electronic Funds Transfer Payment (Variation)
	25	552.232-70	Invoice Requirements (Variation)
	26	52.232-23	Assignment of Claims
	27	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees
	29	52.203-7	Anti-Kickback Procedures
	30	52.223-6	Drug-Free Workplace
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data
	33	552.270-13	Proposals for Adjustment
	34	552.270-14	Changes (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA
	36	52.215-2	Audit and Records—Negotiation
DISPUTES	37	52.233-1	Disputes

INITIALS:

LESSOR

& GOVERNMENT

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number SFO No. 07-031	Dated 9-17-08
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIALS:

LESSOR

&

GOVERNMENT

(c) *Definitions.* As used in this provision—

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.


2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

INITIALS:


LESSOR

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GOVERNMENT

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It ☒ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
Katya Naman, Lowe Enterprise Real Estate Group, East, Inc. Asset Manager
Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

INITIALS:


LESSOR

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GOVERNMENT

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

INITIALS:

LESSOR

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GOVERNMENT

- (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

INITIALS:


LESSOR

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GOVERNMENT

(d) *Taxpayer Identification Number (TIN).*

- ☒ TIN: (b) (4)
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- ☐ Sole proprietorship; ☐ Government entity (Federal, State, or local);
- ☐ Partnership; ☐ Foreign government;
- ☐ Corporate entity (not tax-exempt); ☐ International organization per 26 CFR 1.6049-
- ☐ Corporate entity (tax-exempt); ☒ Other Pension Fund

(f) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

9. **52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)**

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and zip code.
- (iv) Company mailing address, city, state and zip code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

INITIALS:

LESSOR

& GOVERNMENT

10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS #

(b) (4)

11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☒ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) NAME * Katya Naman Lowe Enterprises Real Estate Group-East, Inc. STREET 1101 Connecticut Avenue, NW, Suite 250 CITY, STATE, ZIP Washington, DC 20035 20036 (b) (6) Signature	TELEPHONE NUMBER (202) 496-2904 9-17-08 Date
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GOVERNMENT

Subcontracting Plan

This format is used for Real Estate Only

The following guidance outlines the minimum requirements of Section 8(d) and the Federal Acquisition Regulation (FAR) Subpart 19.7. This subcontracting plan, and subsequent amendments thereto, is established to be consistent with the intent and requirements of FAR 52.219-9

This program applies to the following:

Company Name : California State Teachers' Retirement System

Company Address: c/o Lowe Enterprises Real Estate Group-East, Inc.
1101 Connecticut Avenue, NW, Suite 250
Washington, DC 20036

Katya Namiam
(Type Name)

Senior Vice President
(Title)

(b) (6)

11/14/2008

(Signature)

(Date)

SOLICITATION FOR OFFERS 07-031

1. Type of Plan

- ☒ Individual Plan All elements developed specifically for this contract and applicable for the full term of this contract, including option period.
- ☐ Master Plan Goals developed for this contract; all other elements standard; must be renewed every three years
- ☐ Commercial Plan Used when the company sells large quantities of commercial off-the-shelf commodities to many Government agencies. Goals are negotiated on a company-wide basis.

2.0 Goals

For information purposes only. FAR 19.704(a)(1) requires separate dollar & percentage goals for using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns as subcontractors; and a statement of the total dollars planned to be subcontracted to small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns. NOTE: The dollar amounts

Subcontracting Plan

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planned for subcontracting to SB, HZSB, SDB, WOSB, VOSB, and to SDVOSB concerns must be expressed as percentages of the total subcontracting dollars as shown.

Subcontracting Plan

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GOALS -The following goals (expressed in both dollars and percentage of the total planned subcontracting dollars) are applicable to the contract awarded under the solicitation cited above. (Goals should be based on total contract dollar.)

DOLLARS PERCENT

- (a) Total planned subcontracting to all types of Business under this contract.

(Initial Term)
(Renewal)

- (b) Planned subcontracting to small business (including small disadvantaged businesses, women-owned small businesses, small veteran-owned and small service-disabled veteran-owned and small business concerns in historically underutilized business zones).

(Initial Term)
(Renewal)

- (c) Planned subcontracting to small disadvantaged businesses.

(Initial Term)
(Renewal)

- (d) Planned subcontracting to women-owned small businesses.

(Initial Term)
(Renewal)

- (e) Planned subcontracting to small business concerns in historically underutilized business zones

(Initial Term)
(Renewal)

- (f) Planned subcontracting to veteran-owned

(Initial Term)
(Renewal)

- (g) Planned subcontracting to service-disabled veteran-owned

(Initial Term)
(Renewal)

(b) (4)

Subcontracting Plan

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GOALS -The following goals (expressed in both dollars and percentage of the total planned subcontracting dollars) for construction and/or services are applicable to the contract awarded under the solicitation cited above. (Goals should be based on total contract dollar.)

CONSTRUCTION ASPECT

DOLLARS PERCENT

- (c) Total planned subcontracting to all types of Business under this contract.

(Initial Term)
(Renewal)

- (d) Planned subcontracting to small business (including small disadvantaged businesses, women-owned small businesses, small veteran-owned and small service-disabled veteran-owned and small business concerns in historically underutilized business zones).

(Initial Term)
(Renewal)

- (c) Planned subcontracting to small disadvantaged businesses.

(Initial Term)
(Renewal)

- (d) Planned subcontracting to women-owned small businesses.

(Initial Term)
(Renewal)

- (e) Planned subcontracting to small business concerns in historically underutilized business zones

(Initial Term)
(Renewal)

- (f) Planned subcontracting to veteran-owned

(Initial Term)
(Renewal)

- (g) Planned subcontracting to service-disabled veteran-owned

(Initial Term)

(b) (4)

Subcontracting Plan

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(Renewal)

N/A

N/A

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SERVICES ASPECT

DOLLARS PERCENT

- (a) Total planned subcontracting to all types of
Business under this contract.

(Initial Term)
(Renewal)

(b) (4)

- Planned subcontracting to small business
(including small disadvantaged businesses,
women-owned small businesses, veteran owned
business, service-disabled veteran-owned and sm
business concerns in historically underutilized
business zones)

(Initial Term)
(Renewal)

- (c) Planned subcontracting to small disadvantaged
businesses.

(Initial Term)
(Renewal)

- (d) Planned subcontracting to women-owned small
businesses.

(Initial Term)
(Renewal)

- (e) Planned subcontracting to small business
concerns in historically underutilized
business zones

(Initial Term)
(Renewal)

- (f) Planned subcontracting to veteran-owned

(Initial Term)
(Renewal)

- (g) Planned subcontracting to service
-disabled veteran-owned

(Initial Term)
(Renewal)

Subcontracting Plan

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3.0 Description of Products and/or Services

For information purposes only. FAR 19.704(a)(3) requires a description of ALL of the principal types of construction and/services to be subcontracted and an identification of the types planned for subcontracting to SB, HZSB, SDB, WOSB, VOSB; and to SDVOSB concerns. Note: The plan will be rejected if this information is not included.

(Check all that apply).
Construction Aspect:

BUSINESS CATEGORY OR SIZE								
PRODUCT/SERVICE	NAICS	LARGE	SMALL BUS.	SDB	WOSB	HUB-ZONE	VO SMALL	SDVO SMALL
General Contractor	236220	X	X	X	X	X	X	X
Electrical	238210	X	X					
Mechanical	238220		X	X				
Paint	238320		x				X	X
Plumbing	238220	X	X					
Supplies	424950		X		X			

(Attach additional sheets if necessary.)

Subcontracting Plan

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Service Aspect:

BUSINESS CATEGORY OR SIZE								
PRODUCT/SERVICE	NAICS	LARGE	SMALL BUS.	SDB	WOSB	HUB-ZONE	VO SMALL	SDVO SMALL
Maintenance	811310	X	X	X	X	X	X	X
Cleaning	561720	X	X	X	X	X	X	X
Utilities	541618	X						
Elevator Maint.	811310		X					
Security	561612		X	X				
Trash Removal	562111		X	X				

(Attach additional sheets if necessary.)

Subcontracting Plan
This format is used for Real Estate Only

4. Provide a NARRATIVE description of the methods used to develop the subcontracting GOALS.

For information purposes only. FAR 19.704(a)(5) requires a description of the method used to identify potential sources for solicitation purposes. Identify all source lists used in the determination.

Explain how the capabilities of SB, VOSB, SDVOSB, HSB, SDB, and WOSB and the types of supplies and services to be subcontracted to them were determined. Identify any source lists used. Include attachments as needed.

We will assist SB, SDB, WOB, VOB, SDVOB and HUBZ concerns by arranging solicitations, time for the preparation of bids, and schedules so as to facilitate the participation by such concerns. We will provide adequate and timely consideration of the capabilities of SB, SDB, WOB, VOB, SDVOB and HUBZ subcontractors, and make reasonable efforts to give these enterprises the opportunity to compete. From small business job fairs and lists as set forth below, together with the experience of the Company, we are aware of those areas in which SB, SDB, WOB, VOB, SDVOB and HUBZ have been active and are capable of meeting our subcontracting needs. The source lists use include CCR, company generated lists, and trade fairs.

5. Provide a NARRATIVE description of how you identified potential sources for solicitation purposes:

For information purposes only. FAR 19.704(a)(5) requires a description of the method used to identify potential sources for solicitation purposes. Identify all source lists used in the determination.

Explain what existing source lists; Central Contractor Registration (CCR) Database; veterans service organizations; the National Minority Purchasing Council Vendor Information Service; the Research and Information Division of the Minority Business Development Agency in the Department of Commerce; or SB, HSB, SDB, and WOSB trade associations, or any other resources used to identify potential sources.

We coordinate with the SB, SDB, WOB, VOB, SDVOB and HUBZ community and with government agencies to expand the use of small businesses. We seek to optimize the potential of small businesses by efforts of the Company's procurement officials, attendance at small business trade shows, and use of lists such as CCR Database. In addition to Pro-Net, we use SBA Hotlinks for specific skill determinations. The Company also offers training and motivational programs in which use of SB, SDB, WOB, VOB, SDVOB and HUBZ subcontractors is stressed. In addition to such courses, procurement officials in the company seek out opportunity to learn about the availability and capability of small businesses through professional associations and symposia

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6. Indirect and Overhead Costs

For information purposes only. FAR 19.704(a)(6) requires a statement as to whether or not your company included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with SB, HZSB, SDB, WOSB, VOSB; and SDVOSB concerns.

Indirect Costs (Check one): ☐ have been included ☒ have not been included in the goals specified in within this plan.

6(a). If direct costs have been included, provide a NARRATIVE explanation of the method used in determining the proportionate share of indirect and overhead costs to be allocated as subcontracts to SB, VOSB, SDVOSB, HSB, SDB, and WOSB.

7. Program Administrator

For information purposes only. FAR 19.704(a)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, telephone number, fax machine number, position within the corporate structure, and the duties of that employee. Provide alternate point of contact responsible for subcontracting PLAN.

The Company Small Business Liaison Officer (SBLO) who will administer the Plan is as follows:

Name: Katya Naman

Title: Small Business Technical Advisor

Position: Vice President

Telephone: 202 496-2904

FAX: 202 452-9045

Address: c/o Lowe Enterprises Real Estate Group-East, Inc.

1101 Connecticut Avenue, NW, Suite 250

Washington, DC 20036

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The Plan Administrator is required to perform the following duties and coordinate the company's activities during compliance reviews by Federal agencies.

- A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns.
- B. Developing and maintaining bidders' lists of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns from all possible sources.
- C. Ensuring periodic rotation of potential subcontractors on bidders' lists.
- D. Assuring that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small businesses.
- F. Reviewing subcontract solicitations to remove statements, clauses, etc. which might tend to restrict or prohibit small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small businesses.
- G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small businesses.
- H. Overseeing the establishment and maintenance of contact and subcontract award records.
- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- J. Directly or indirectly counseling small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns on subcontracting opportunities and how to prepare bids to the company.

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- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, or service-disabled veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan. Small disadvantaged and HUBZone small business concerns shall provide a copy of their Small Business Administration (SBA) certification. (Each SB, WOSB, VOSB, and SDVOSB concern on record as a potential subcontractor shall complete a self-certification form stating their business size. A penalties clause for falsifying information will also be on the form according to the legal statute 15 U.S.C. 645(d). Note, the following notice will read near the business owner's signature. "NOTICE: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punishable by imposition of a fine, imprisonment, or both, (2) be subject to administrative remedies, and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.")
- L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
- M. Developing and maintaining an incentive program for buyers, that supports the subcontracting program.
- N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.
- O. Preparing and submitting timely reports.
- P. Other duties: **NARRATIVE**
None

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8. Equitable Opportunity

For information purposes only. FAR 19.704(a)(8) requires a description of the efforts the contractor will make to ensure that SB, HZSB, SDB, WOSB, VOSB, and SDVOSB concerns will have an equitable opportunity to compete for subcontracts.

We will make the following efforts to ensure that SB, VOSB, SDVOSB, HSB, SDB, and WOSB have an equitable opportunity to compete for subcontracts:

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade associations;
2. Contacting veterans service organizations;
3. Contacting business development organizations;
4. Attending small and minority business procurement conferences and trade fairs; and
5. Using CCR.

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;
2. Establishing and maintaining SB, VOSB, SDVOSB, HSB, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring compliance with the subcontracting plan.

C. Additional efforts: **NARRATIVE**

N/A

9. Flow Down Clause

For information purposes only. FAR 19.704(a)(9) requires that your company include FAR 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9, "Small Business Subcontracting Plan."

We will include the "Utilization of Small Business Concerns" clause in all subcontracts that offer further subcontracting opportunities. We will also require subcontractors (other than small business concerns) that receive subcontracts in excess of \$550,000 (\$1 million for construction of a public facility) to adopt a subcontracting plan that complies with the requirements of the clause at FAR 52.219. Small Business Subcontracting Plan.

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10. Reporting and Cooperation –

For information purposes only

* FAR 19.704 (a) (10) requires assurances that the offeror will:

- (1) Cooperate in any studies or surveys as may be required,
- (2) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (3) submit the Individual Subcontracting Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://esrs.gov>), following the instructions in the eSRS;
- (4) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;
- (5) Provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- (6) Require that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

These reports must be received within 30 days after the close of each calendar period. That is:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>	<u>Send Report To</u>
10/01--03/31	ISR	04/30	contracting officer with copy to bscn-cr@gsa.gov
04/01--09/30	ISR	10/30	contracting officer with copy to bscn-cr@gsa.gov
10/01--09/30	SSR	10/30	contracting officer with copy to OSDBU's Janice.keys@gsa.gov

11. Recordkeeping –

FAR 52.219-9(d)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records include, but are not limited to, the following:

We will maintain the following types of records on a [company-wide] [division-wide] basis:

- A. Source lists, guides, and other data that identify SB, VOSB, SDVOSB, HSB, SDB, and WOSB;
- B. Records that identify organizations contacted in an attempt to locate SB, VOSB, SDVOSB, HSB, SDB, and WOSB sources;

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- C. Records on each subcontract solicitation resulting in an award of more than \$100,000 indicating: (1) whether SB were solicited, and if not, why not; (2) whether VOSB were solicited, and if not, why not; (3) whether SDVOSB were solicited, and if not, why not; (4) whether HSB were solicited, and if not, why not; (5) whether SDB were solicited, and if not, why not; (6) whether WOSB were solicited, and if not, why not; and (7) if applicable, the reason that the award was not made to a small business concern;
- D. Records of outreach efforts, e.g., contacts with trade associations, business development organizations, veterans service organizations; attendance at conferences and trade fairs to locate SB, HSB, SDB, and WOSB sources;
- E. Records of internal guidance and encouragement provided to buyers through: (1) workshops, seminars, training, etc.; and (2) monitoring performance to evaluate compliance with the program's requirements; *Include the following paragraph unless you have a commercial plan.*
- F. On a contract-by-contract basis, records to support subcontract award data including the address, and business size of each subcontractor
- G. Additional Records: **NARRATIVE**

None

This subcontracting plan was submitted by:

This subcontracting plan was submitted
by: Katya Naman

Signature: 
Typed Name: Katya Naman
Title: Vice President

This subcontracting plan was accepted by:

Signature:
Typed Name:
Title: Contracting Officer

Date:

Date: 11/14/2008

This subcontracting plan was reviewed by:

Signature:
Typed Name:
Title: Small Business Technical Advisor
Date:

This subcontracting plan was reviewed by:

Signature:
Typed Name:
Title: SBA PCR

Date:





ASSET MANAGEMENT PLAN

Lessor, acting through Lowe Enterprise Real Estate Company-East, Inc., Asset Manager for Lincoln Place, will implement the following recommendations contained in the Property Condition Assessment set forth below:

PROPERTY CONDITION ASSESSMENT

A. SITE

A.1 Paving

The paving was observed under snow cover so not all areas were visible. The paving consists of concrete unit pavers in the surface parking lot and drive lanes. The paving is in fair to good condition. Concrete paving is provided at perimeter sidewalks and curbs. Decorative masonry unit pavers are provided at entrance plazas adjacent to each building. The concrete walkways are in fair condition with some repairs and replacement required. The paved entrance plazas are in fair condition with several areas of damaged and heaved pavers. These damaged pavers should be removed and replaced. It is anticipated that annual paving maintenance will be required.

Recommendations:

- Provide an allowance to replace damaged and sunken concrete paving and unit pavers at both buildings. This should include perimeter sidewalks as well as entry plaza pavers. Provide an annual allowance for joint sealant and ongoing repairs. **(\$70,000)**

A.2 Parking

A total of 1,099 parking spaces are provided onsite (38 surface parking spaces and 1,061 garage spaces). These spaces serve both buildings. Included within the total number of standard parking spaces are 16 accessible parking spaces.

Recommendations: Refer to Section *M. Public Records* below for the required number of parking spaces required per zoning.

A.3 Grading and Drainage

Site drainage appears to be adequate. Positive slope is provided away from the face of the buildings to inlets. The inlets discharge underground into a storm water detention vault in the parking garage of 600 Army Navy Drive. Storm water is then discharged into the Arlington County municipal storm water system.

Recommendations: No corrective action is recommended.

A handwritten signature in dark ink, appearing to be 'AP' followed by a stylized flourish.

A.4 Landscaping

The site is landscaped with mature trees, shrubs, and flowers. The landscaping is in good condition and enhances the appearance of the site. A sculpture is provided in the entrance plaza between the towers.

Recommendations: No corrective action is recommended.

A.5 Amenities/Improvements

The primary amenity for the site is its prime location to the Pentagon with convenient access to the Metro subway system. The building at 600 Army Navy has a full service cafeteria on the ground level. The building at 700 Army Navy Drive has an auditorium with a stage and fixed seating.

Recommendations: No corrective action is recommended.

A.6 Signage

Non-illuminated brass address signs are provided above each building entrance. No other building mounted signage is provided. The signage is in good condition.

Recommendations: No corrective action is recommended.

B. STRUCTURAL

B.1 General

The two main office towers appear to be in good structural condition. No major structural deficiencies were observed with the main building structural systems. The base building (original) structural drawings were available for review. The project geotechnical report was not available for review. There were no other structural documents available. Therefore, the structural descriptions are based on the documents reviewed, visual observations made at the site, and prior experience with other similar structures.

Recommendations: Refer to the recommendations below.

B.2 Soils/Geotechnical

The subsurface conditions for the building appear to be adequate. No major settlement cracks or visual evidence of significant settlement was observed. Although the project geotechnical report was not available for review, the structural design drawings made reference to a geotechnical report by the offices of *STS Consultants Ltd.*, dated August 7, 1985.

Recommendations: No corrective action is recommended.

B.3 Foundations

Building foundations are concrete spread footings supported on grade and designed for a safe soil bearing capacity of 6000 PSF. The lower level floors are concrete slabs supported on grade.

The building foundations appear to be functioning adequately. As typical with most buildings, the foundations were not directly visible. However, a general assessment of the foundations can be made by observing the supported structure and finishes that are visible. Building foundations, visible structure, and building finishes were observed for cracks and out-of-plane bows and sags that may be indicative of a foundation movement problem. No significant evidence of a foundation movement was observed. The foundations appear to be in good condition.

Recommendations: No corrective action is recommended.

B.4 Structural Frame

Structural framing for the building is generally reinforced concrete.

B2 Parking Level

The B2 parking level is typically a 5-inch-thick, concrete slab supported on grade. Noted exceptions are the ramp slabs at 6 inches thick. All slabs on grade are reinforced with welded wire fabric.

B1 Parking Level

The B1 parking level is framed with concrete beams and solid one-way reinforced concrete joists and reinforced concrete slabs between the joists. The concrete joist construction has 4¼-inch-thick slab poured over 14-inch-deep pans. The total thickness of the floor is 18½ inches and the joists and ribs are 6 inches to 10 inches wide and spaced at 30-inch centers. Typical beam sizes are in the range of 18 inches wide by 18 inches deep to 30 inches wide by 24 inches deep. The slab is reinforced with #3 reinforcing bars spaced at 12-inch centers each way.

First Floor / Plaza Level

The first floor and plaza level is framed with concrete beams and 4½-inch-thick reinforced concrete slabs and one way reinforced concrete joists. Typical joist sizes are 6-inch to 10-inch wide joists and ribs, with 14-inch-deep pans, for a total depth of 18½ inches thick. This level forms the top of the parking garage below, where the rectangular shape footprint is much larger than the irregular shaped building structures.

Typical Floors (2nd through 12th floors)

The typical floors are framed with reinforced concrete beams and the same typical reinforced 4½-inch-thick, one-way solid concrete slabs supported onto one-way reinforced concrete joists. Typical joist sizes are 6 inches to 10 inches wide, and 14-inch pan sizes for a total depth of 18½ inches.

Roof Framing

The roof is framed with reinforced concrete beams and 4½-inch thick, one-way solid concrete slabs supported onto one-way reinforced concrete joists. Typical reinforced concrete beams sizes ranged from 16 inches x 18 inches to 22 inches x 24 inches.

Penthouse Roof

The Penthouse roof is framed with structural steel beams and metal roof deck. Typical roof beams are W12x40's spaced at 5-foot centers, with galvanized 2-inch-deep metal roof deck. Typical steel columns at this level are W8x24 structural steel sections.

DESIGN LOAD SUMMARY	
Building Code	BOCA 1981 Building Code ; ACI 318-83; AISC Steel Construction Manual
Wind Loads	Basic wind speed 80 MPH
Roof Loads	30 PSF
Floor Loads	Garage 50 PSF; Ground Floor level 100 PSF. Office Space 100 PSF; PSF; Mechanical Room 150 PSF. Corridors 100 PSF.
Foundations	6000 PSF. Soil Bearing Capacity
Seismic	Low hazard area
Design load summary information was obtained from the structural drawings reviewed.	

Corroded steel framing was observed at the roof and penthouse level. The exposed beams supporting the suspended penthouse walls and dunnage systems supporting the rooftop



mechanical units are corroded. The corrosion does not appear to have caused structural damage to these members at this time. However, maintenance cleaning and painting is recommended.

Recommendations:

- Clean and paint the rooftop exposed steel framing. Remove corrosion from exterior exposed steel, such as roof top steel beams supporting RTUs. **(\$2,500)**

B.5 Walls

The above grade exterior walls of the buildings are precast curtain walls with granite stone veneer and punched windows. The below grade walls are poured-in-place concrete walls. No significant structural issues were identified with the above grade or below grade exterior walls. There are some conditions of minor cracking and moisture intrusion at a few isolated conditions within the parking garage exterior concrete foundation walls. Please refer to section *C.2 Exterior Walls* for additional information on the above grade exterior walls and section *B.7 Parking Garage* for additional information on the below grade walls.

Recommendations: No corrective action is recommended.

B.6 Lateral Stability

The lateral stability system appears to be functioning adequately. There was no evidence of any excess building lateral movements observed during the survey of the building. The lateral stability of the building is provided by the frame action of the beams and columns. The building is located in a low seismic hazard area. Predominant lateral forces, in this area, occur from the wind forces.

Recommendations: No corrective action is recommended.

B.7 Parking Garage

A limited physical survey of the parking garage was conducted based on the following scope of work:

1. Visual examination of the entire parking garage structure, both levels. This included visual inspection of the columns, foundation walls, and slab soffits and top surfaces.
2. Delamination survey of portions of the parking garage. This included 20% of the top slab chain drag method and also over head joist hammer testing.
3. Chloride ion sample testing (10 samples were taken).

The parking garage is considered to be in moderate physical condition. Concrete delamination, spalling, and cracking were noted. These structural conditions are consistent with a concrete parking garage, framed in this manner, constructed 22 years ago, and in this location.

Deteriorated expansion joints were observed. Considerable levels of concrete deterioration occur along the expansion joints. The expansion joints are typically placed between two parallel beams. The deterioration has occurred from salt laden water leaking through of the joints over the years.

Plaza level expansion joint leaks were observed along grid E/F between the two buildings and along grid 21/22 between grids A and E. Expansion joint repair work was reportedly done between 2002 and last year. The work was performed by Concrete Protection and Restoration (CPR). According to Bill Martel of CPR the E/F line joint was repaired as Phase One, 5 years ago, the U/V and 17/18 line joints were repaired as Phase Two 3 years ago, and the 21/22 line joint was repaired as Phase Three, 1½ years ago.



Expansion joint repair specifications and bid documents titled: *Repair and Maintenance Preventative Maintenance of the Lincoln Place Plaza Expansion Joints*, by Desman Associates have been received and reviewed. Four versions of this document were provided: March 2001, March 2002, June 2004, and June 18, 2004. There are four expansion joints along the following column grid lines: 17/18, 21/22, E/F, U/V. Each side of each expansion joint has a separate gridline reference so as a reference example, gridline 17/18 represents one expansion joint.

- March 2001: Includes all four gridlines and breaks the project into four phases with each phase as one expansion joint.
- March 2002: Includes only repairs along joint 17/18.
- June 2004: Includes only repairs along joints 21/22 and U/V.
- June 18, 2004: same as June 2004.

Two signed contracts have also been received:

- May 1, 2002 for \$133,275 between Transwestern Carey Winston and Concrete Protection and Restoration, Inc. (CPR), which references the March 2002 repair to repairs the 17/18 joint.
- April 4, 2005 for \$391, 500 between Lowe Enterprises Real Estate Group and Concrete Protection and Restoration, Inc., which references "Plaza Joint Repairs". It is unknown from this document which repairs are to be made since the referenced documents were not attached to the contract and cannot be determined from the reference. (It is assumed this document covers the 21/22 and U/V joints.)

One set of repair documents have been received:

- Repair drawings for the joints along 21/22 and U/V dated June 18, 2004. The drawings were done by Desman Associates and include 8 sheets, R-1 thru R-8.

The documentation provided does imply that work was intended to be done on all four joints. However, considering the leaking observed in the garage, not all of this work may have been done or some of this work has failed. Since the joints are covered by the plaza paving and planters, it is not possible to make this determination visually.

Assuming all of the documented work has been done and assuming the warranties required by the documents were provided, most of the joints should still be covered by the 5-year contractor corrective warranty and therefore may be a zero cost item to the owner. No change to the OPC Spreadsheet is recommended at this time.

The following additional documents have been requested to confirm if warranties are still applicable. To date they have not been received.

1. Final application for payment requests for repairs at each of the four joints.
2. Contractor 5-year Corrective Warranty for each of the four joints.
3. If possible, the signed contract for repairs to the E/F joint.

Upon receipt of these documents, it is recommended the repair contractor (CPR) and the repair engineer (Desman), be contacted to review the warranty coverage.

The expansion joints along the B1 level have never been replaced, and considerable leakage and deterioration along much of the joints was noted.

Cracking was observed in the B1 level slab. The significance of these cracks is that they could likely enhance the corrosion process by accelerating the rate that chloride ions will infiltrate into

the slab thru the cracks and thus initiate the corrosion process in the slab's steel reinforcement. There was no traffic bearing membrane ever installed, for protection of the B1 floor level from deicing salt exposure.

Water infiltration was observed at the below grade walls. Isolated cases of wall cracking and moisture intrusion through these cracks were observed.

Delaminated and spalled concrete was observed on the topside of level B1. The measured quantities are relatively low at this time: 320 SF of topside delamination was measured in the area of the B1 level surveyed. Most of this damage was located in the drive lanes and ramps.

Delamination and spalling were observed in the soffits of levels B1 and B2. The overhead delamination hammer testing of the underside of these levels, only minor conditions of joist spalling was detected. This damage was usually located at concrete cold joint conditions.

While the quantities of slab spalling are considered to be relatively low to moderate at this timeframe, it should be understood that actual concrete repair quantities are usually 50% to 100% greater than the measured delaminations. This is due to the process of chasing the corroded reinforcement bars into the surrounding slabs, which have not yet delaminated but would in the future. Furthermore, for highly chloride ion contaminated concrete, the progression of delaminations can accelerate exponentially with time. Also, since much of the spalls for this garage were found to be small isolated portions, the rate of progression can result in accelerated overall quantities. For example, a spall that is currently 1 SF in size can expand 6 inches in each direction to 4 SF in as little as one year with highly chloride ion contaminated concrete. This 1 SF to 4 SF change represents a 400% expansion of the damage. The significance is that numerous smaller concrete spall areas generally begin to dramatically escalate the repair costs, if the garage is left unremedied.

Chloride ion testing was conducted for the purpose of determining the extent of chloride ion exposure and contamination within the parking garage floor system. Exposure to chloride ions in parking garages in this area is usually the result of exposure to deicing salts brought in by vehicles during the snow season. Other common causes such as airborne or cast-in-place chlorides are not considered likely.

The results of the chloride ion tests conducted during the survey found that of the 10 samples taken, 4 samples did in fact exceed the 330 ppm threshold to induce the corrosion process, and one sample was almost at the threshold level. Two of the samples indicated extremely high contamination levels, exceeding the threshold by nearly 300%. The samples which yielded high concentrations of chloride ions were located at the concrete slab mid depth locations. The samples which were taken in the concrete joists indicated low levels of chloride ion intrusion at this time.

Chloride Ion Results		
Location	ppm	Comments
1	34	B1 Level Slab – within acceptable threshold
2	952	B1 Level Slab – exceeds acceptable threshold
3	661	B1 Level Slab – exceeds acceptable threshold
4	201	B1 Level Slab – within acceptable threshold
5	393	B1 Level Slab – exceeds acceptable threshold
6	328	B1 Level Slab – within acceptable threshold
7	96	B1 Level Slab – within acceptable threshold
8	1011	B1 Level Slab – exceeds acceptable threshold
9	10	B1 Level Joists – within acceptable threshold
10	10	B1 Level Joists – within acceptable threshold
Parts Per Million (ppm) of 330 is the generally accepted threshold for corrosion to initiate.		

In recognition of the findings described above, it is considered imperative that the parking garage be repaired and protected in a timely manner. Given the cracks in the slab, combined with the current levels of chloride ion contamination, if the reinforcement corrosion and concrete deterioration process is allowed to progress without repairs/protection, then the amount of top slab deterioration could begin to accelerate significantly. Furthermore, it appears the chloride ion intrusion has not yet progressed to the steel reinforcement in the concrete joists. However, if left unremedied, the chloride ion contamination will eventually migrate down to the joist reinforcing steel. Experience with other similar parking garages constructed with concrete joists is that once the chloride intrusion progresses down to the joist rebar, the cost of the garage repair and continued maintenance drastically increases, much more so than with a more common flat slab floor system. This is due to the fact that flat slab soffit repairs are usually repaired as full depth repairs from above with heavy machinery and can be done in a reasonably productive manner. However joist repairs are repaired from below, one joist at a time with small, hand held equipment resulting in slow and tedious, thus expensive production rates. Accordingly, it is prudent to conduct repairs to the parking garage in the near future, plus take measures to minimize future chloride ion intrusion. Additionally, semi-annual power washing of the garage floor is recommended.

It should be understood that the garage repair costs indicated are only preliminary estimates based on initial limited testing work conducted, and that actual construction repair costs will likely vary considerably from the costs estimated.

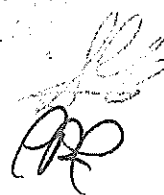
The installation of a traffic bearing membrane on the B1 level and the ramps should be considered. While this would present a higher initial repair cost for the garage, it would significantly preserve the useful lifespan of the parking garage and also minimize long term repair costs. Three factors for this parking garage make the traffic bearing membrane option a beneficial consideration:

1. The fact that the chloride ion contamination levels in the floor slab are already reaching high levels, at only a moderate age of the garage.
2. That there is considerable cracking of the slab, which enhances the contamination rate and therefore the deterioration process.
3. Because the floor system is a one way joist system, it is imperative that chloride ion contamination be restricted to the slab itself and not allowed to progress down into the concrete joists, where repair costs would begin to escalate dramatically.

Note that if the traffic bearing membrane installation is not opted, then a major effort to seal the B1 level slab cracks should be conducted. A cost item has been indicated accordingly. It should be understood that slab crack sealing does not provide nearly the same level of protection as a traffic bearing membrane.

Recommendations:

- Perform concrete repairs to the underside of the plaza slab and to the top and bottom sides of the garage B1 slab. The repairs will include concrete patching of spalls to the joists and slabs and crack repairs. **(\$220,000)**
- Replace the B1 level expansion joints. Include concrete repair to re-build any damaged concrete along the joint as required to properly install the joint. **(\$170,000)**
- Replace the plaza level expansion joints. Include concrete repair to re-build any damaged concrete along the joint as required to properly install the joint. **(\$120,000)**



- Install a traffic bearing membrane to the parking garage B1 level and to the ramps. Budget to patch and re-coat on a 5- to 7-year cycle. If this traffic bearing membrane option is not conducted, repair of the cracks in the B1 level slab will be required at an initial cost of \$30,000. **(\$720,000)**

C. BUILDING EXTERIOR

C.1 General

The buildings are symmetrical opposites of each other, but virtually identical in construction and condition. Each building in plan is roughly rectangular with two opposing corners stepped back on a diagonal that contain and define the main building entrances. The exterior wall system consists of pink, polished granite spandrel panels mounted on strong-back trusses and vision glazing set in anodized aluminum frames in a continuous ribbon window configuration at each floor. At each of the re-entrant corners over the building entrances, non-vision glazing panels are present in lieu of the granite spandrel panels; the support framing is modified to capture a continuously glazed curtain wall system.

Recommendations: Refer to the recommendations below.

C.2 Exterior Walls

The building exteriors are in good condition, with no major deficiencies noted. The granite panels have a polished finish and are pink in color, similar to a Texas Pink. The granite panels are in good condition, with no evidence of distress, cracking, or displacement (a few locations of granite panel damage were noted, but are not of immediate concern).

Joints between stone panels, as well as between the stone panels and the window frames are filled with polyurethane sealant. Joints in the horizontal and vertical window framing mullions are filled with sealant in a gap seal profile, though the substrate may not be conducive to this joint configuration.

The building exterior is designed as a barrier system. The sealant throughout the exterior wall system is in good condition, though replacement of the polyurethane sealant at the granite panels should be anticipated in approximately five years. Some sealant joints below the roof coping are breached and in need of more immediate replacement.

Numerous stained ceiling tiles and streaked/stained window frames were observed throughout the buildings, indicative of uncontrolled water leakage. Informal interviews with tenants indicate that water leakage may not be a current problem, and may have been addressed through prior exterior wall repairs. However, given the amount of interior finish damage observed as a result of uncontrolled water penetration, BE, LLC recommends confirming that it is not a current concern by monitoring and/or conducting water leakage testing to assure the building envelopes are watertight in locations where there is evidence of prior water leakage.

Recommendations:

- **Building 600:** Investigate water leakage sources throughout building through monitoring and/or water leakage testing. **(\$10,000)**
- **Building 600:** Develop repair contract documents to address water leakage identified during water leakage investigation and sealant replacement. **(\$15,000)**
- **Building 600:** Replace failed sealant between metal coping and granite panels at roof. **(\$2,400)**
- **Building 600:** Replace sealant at granite panel joints and between granite and window frames. **(\$105,000)**

- **Building 700:** Investigate water leakage sources throughout building through monitoring and/or water leakage testing. **(\$10,000)**
- **Building 700:** Develop repair contract documents to address water leakage identified during water leakage investigation and sealant replacement. **(\$15,000)**
- **Building 700:** Replace failed sealant between metal coping and granite panels at roof. **(\$2,400)**
- **Building 700:** Replace sealant at granite panel joints and between granite and window frames. **(\$105,000)**

C.3 Exterior Glazing

The glazing system consists of black anodized aluminum frames with one-inch IG units. The glazing within the wall system is configured two ways: 1) two-sided structurally glazed system mechanically captured at the head and sill, in a continuous band at each floor; and 2) as a continuous curtain wall above building entrances at the corners. All glazing appears to be set from the interior with provisions for drainage.

The glazing is in generally good condition. The aluminum frames, and glass units are in good condition with minimal visible external damage. A few IG units have failed and should be replaced. The original IG units are approximately 25 years old; typical service life for an IGU is 10 to 15 years; therefore, replacement of some units over the next 10 years should be anticipated.

Sealant is also installed over the external glazing seals as a cap bead at the glass perimeters (wet-sealed), likely due to water leakage concerns. This sealant, as well as the sealant installed between glass lites, appears to be in good condition, but replacement should be anticipated in the next 10 years.

Recommendations:

- **Building 600:** Replace sealant between IGUs. **(\$70,000)**
- **Building 600:** Replace wet-seal at all glass perimeters. **(\$84,000)**
- **Building 600:** Replace failed IG units now and on an annual basis. **(\$100,000)**
- **Building 700:** Replace sealant between IGUs. **(\$70,000)**
- **Building 700:** Replace wet-seal at all glass perimeters. **(\$84,000)**
- **Building 700:** Replace failed IG units now and on an annual basis. **(\$100,000)**
- **Building 700:** Replace non-vision glass door panel at penthouse. **(\$2,000)**

C.4 Exterior/Interior Doors

The main entrance doors to the building lobbies consist of single glazed door assemblies. One pair of doors is provided on each side of a revolving door at the main entrance. The doors are commercial-quality and are in good, operable condition. The exterior doors have proper weather stripping and aluminum thresholds. There was no evidence of water infiltration.

The secondary doors and service doors are both single-leaf and double doors comprised of hollow metal painted doors and painted metal frames. These doors are typically 3 feet wide by 7 feet in height. The doors appear to be in good, operable, weather tight condition.

Interior doors vary but generally consist of 3-foot by 7'-0" stained solid core wood doors.

Recommendations: No corrective action is recommended.

C.5 Soffits

There are small painted exterior gypsum board soffits provided at the main entrances. The soffits are in good condition and should be prepped and repainted as part of routine maintenance.

Recommendations: No corrective action is recommended.

D. ROOFING

D.1 General

BE, LLC conducted a visual assessment of the roof at the time of the site visit. No roof cores were taken.

Recommendations: See below.

D.2 Construction

The roof composition is summarized in the following table.

ROOF COMPOSITION	
Roof Size	39,110 square feet total for both buildings
Surface	Smooth surface built up
Membrane	Modified bitumen
Membrane Age	22 years old
Remaining Life Expectancy	1-2 years
Underlying Membrane	Unknown
Insulation	Rigid Insulation
Roof Deck	Concrete
Warranty	None remaining
Condition	Fair

Recommendations: Refer to Section D.3 Membrane Assemblies, below.

D.3 Membrane Assemblies

The roofs were observed under snow cover so not all areas were visible. Roofing for both towers consists of a built-up roof membrane which is original and installed in 1985. Roof drainage is accomplished via interior roof drains with strainers. Emergency overflow drains are also provided. Roof drainage appears adequate. The roofs are in fair condition with numerous blisters and bubbles. Due to the age of the roof membranes it is anticipated that the roofs will require replacement within the next two to three years. Budget for the replacement of the original 22-year-old roof membranes at 600 and 700 Army Navy Drive. Engage a roof consultant to specify the new roof membranes, obtain bids, and monitor the installation. An annual allowance to inspect and maintain the roofs is recommended.

Recommendations:

- Budget for the replacement of the original 22 year old roof membrane at 600 Army Navy Drive. **(\$234,660)**
- Provide an annual allowance for roof inspection and maintenance at 600 Army Navy Drive. **(\$17,600)**
- Engage a roof consultant to specify the new roof membranes, obtain bids, and monitor the installation. **(\$24,000)**
- Budget for the replacement of the original 22 year old roof membrane at 700 Army Navy Drive. **(\$234,660)**
- Provide an annual allowance for roof inspection and maintenance at 700 Army Navy Drive. **(\$17,600)**

D.4 Insulation

The insulation could not be seen. Limited drawings were provided for review. Tapered rigid insulation is assumed to be provided in the roof systems. No issues were observed.

Recommendations: No corrective action is recommended.

D.5 Base/Wall Flashings

The built-up roofing membrane turns up the inside face of parapet walls and terminates under metal counter-flashing on the low parapet walls. The flashing is in fair condition.

Recommendations: See D.3 Membrane Assemblies above.

D.6 Drainage Systems

Roof drainage is accomplished via interior roof drains with strainers. Emergency overflow drains are also provided. Roof drainage appears adequate.

Recommendations: No corrective action is recommended.

D.7 Penetrations

The roofs have penetrations for vent stacks and mechanical equipment. Vent stacks are flashed with compatible materials. Mechanical equipment platforms are flashed to allow for proper drainage.

Recommendations: No corrective action is recommended.

D.8 Skylights

No skylights were provided.

Recommendations: Not applicable.

D.9 Exterior Terraces and Balconies

No exterior terraces or balconies are provided.

Recommendations: Not applicable.

D.10 Expansion Joints

No expansion joints were visible on the two roofs.

Recommendations: No corrective action is recommended.

D.11 Ventilation

No roof ventilation is provided or required.

Recommendations: Not applicable.

D.12 Coping

The roofing is terminated under the metal coping at the top of the granite parapet wall. The coping is in fair condition and may require re-caulking as part of the annual roof maintenance.

Recommendations: See Membrane Assemblies above.

D.13 Warranties

No roof warranties were provided for review.

Recommendations: No corrective action is recommended.

D.14 Interior Finishes

The interior finishes in the tenant areas were reviewed for evidence of roof leaks and water damage. Only isolated staining of interiors was evident.

Recommendations: No corrective action is recommended.

E. BUILDING INTERIOR

E.1 General

Each building has a central elevator core with six traction elevators, two fire egress stairs, toilet facilities for men and women, and mechanical support spaces. The typical floor-to-floor height in the building is approximately 12'-6". The typical suspended ceiling height is 8'-8".

Recommendations: No corrective action is recommended.

E.2 Building Code Compliance

The buildings were built under the 1981 version of the Virginia Uniform State Building Code which is based upon the BOCA Building Code which has now been supplanted by the 2003 International Building Code. The buildings are a B-Business Occupancy and are construction Type IIA-fully sprinklered. The buildings are constructed of noncombustible materials and are provided with fire resistive construction at the structural frame, floor construction, roof construction, and load bearing partitions and columns. The buildings are provided with 3-hour fire resistive construction at the columns and beams and 2-hour fire resistive construction at stairs, mechanical shafts, and elevator shafts. Tenant separation walls and mechanical equipment room walls are 1-hour fire resistive construction. One-and-one-half-hour B-label doors with closers are provided at stairs that have 2-hour construction. No egress gates are provided at the stair discharge levels. Provide a self closing gate at the discharge level of each egress stair to allow patrons to exit at the proper floor without entering the parking garage.

FIRE-RESISTIVE RATINGS		
Structural Elements	Required Fire Rating	Compliance
Fire enclosure of exits	2 hours	Complies
Shafts	2 hours	Complies
Exit corridors	1 hour	Complies
Tenant separations	1 hour	Complies
Columns (supporting more than one floor)	1 hours	Complies
Columns and Trusses (supporting one floor only)	N/A	N/A
Floor construction	0 hours	Complies
Roof construction (15 feet or less in height)	0 hours	Complies

Recommendations:

- Provide a self closing gate at the discharge level of each egress stair to allow patrons to exit at the proper floor. (\$4,000)

E.3 Tenant Finishes

Tenant finishes consist of painted gypsum board or vinyl wall covering on partition walls, commercial-quality carpet tiles or vinyl flooring, and 24" square acoustical ceilings. In general tenant finishes are in fair to good condition and renovated as part of tenant lease negotiations.

Recommendations: No corrective action is recommended.

E.4 Building Area Calculations

The areas of the buildings were calculated from limited field verification measurements and from the construction drawings in accordance with the Building Owners and Managers Association (BOMA) standard, also known as American National Standards Institute (ANSI) Standard Z65.1, for measuring floor area in office buildings. The gross measured area is calculated on a floor-by-floor basis by measuring to the inside surface of the dominant portion of the exterior walls. No deductions are made for columns and projections necessary to the building. Rentable area is calculated by subtracting the major floor penetrations (stairs, elevators, and mechanical shafts) from the gross measured building area. A summary of the area calculations is shown in the table that follows.

Building 600				
Floor	Reported Gross Measured Area	BE, LLC Calculated BOMA Gross Measured Area	Reported Floor Rentable Area	BE, LLC Calculated BOMA Floor Rentable Area
1st	N/A	21,540	N/A	18,500
2nd	N/A	21,440	N/A	18,500
3rd	N/A	20,241	N/A	18,500
4th	N/A	20,241	N/A	18,500
5th	N/A	20,241	N/A	18,500
6th	N/A	20,241	N/A	18,500
7th	N/A	20,241	N/A	18,500
8th	N/A	20,241	N/A	18,500
9th	N/A	20,241	N/A	18,500
10th	N/A	20,241	N/A	18,500
11th	N/A	20,241	N/A	18,500
12th	N/A	20,241	N/A	18,500
Total	N/A	245,390	215,802	222,000

Building 700				
Floor	Reported Gross Measured Area	BE, LLC Calculated BOMA Gross Measured Area	Reported Floor Rentable Area	BE, LLC Calculated BOMA Floor Rentable Area
1st	N/A	21,540	N/A	18,500
2nd	N/A	21,440	N/A	18,500
3rd	N/A	20,241	N/A	18,500
4th	N/A	20,241	N/A	18,500
5th	N/A	20,241	N/A	18,500
6th	N/A	20,241	N/A	18,500
7th	N/A	20,241	N/A	18,500
8th	N/A	20,241	N/A	18,500
9th	N/A	20,241	N/A	18,500
10th	N/A	20,241	N/A	18,500
11th	N/A	20,241	N/A	18,500
12th	N/A	20,241	N/A	18,500
Total	N/A	245,390	215,802	222,000

BE, LLC's calculated rentable area for each building is 2.9% more than the reported rentable area. BOMA requires that areas be within 2% to be considered in agreement. These values are not in agreement; however, BE, LLC's calculated rentable area is greater than what has been reported.

Recommendations: No corrective action is recommended.

F. LIMITED DISABLED-ACCESS REVIEW

F.1 Site Access

Based upon the number of regular parking spaces provided, the disabled parking appears adequate. The accessible parking spaces do not have the proper striped access aisles. Wheelchair access is provided to each of the buildings however the ramps from the parking garage to the elevator lobbies do not have the proper railings and handrails.

Recommendations:

- Provide the proper signage and striped access aisles for the accessible parking spaces in the shared garage. **(\$5,000)**
- Provide the proper ramps with handrails and railings at the garage lobby entrances of each building. **(\$20,000)**

F.2 Interior Access

The buildings do not have Braille identification signage for each permanent room. In addition, several areas still have inaccessible door knob hardware. Provide an allowance to install a complete Braille signage package for each building. Provide an allowance to install accessible lever type door hardware. Each building contains multiple passenger elevators which provide disabled access from the lower level to the highest floor. (See the Vertical Transportation section, below.) Drinking fountains are provided on each floor to comply with the ADA.

Recommendations:

- Provide an allowance to install a complete Braille signage package for each building. **(\$192,000)**
- Provide an allowance to install accessible lever type door hardware. **(\$96,000)**

F.4 Fire/Life Safety Systems

Refer to Section J.2 Fire Alarm Systems, below.

Recommendations: Refer to Section J.2 Fire Alarm Systems, below.

G. HVAC

G.1 General

The HVAC systems are identical for both buildings. Each building has a central cooling plant located at the rooftop mechanical penthouse. Heating is provided by electric coils in the variable-

air-volume terminal boxes on each floor. The major components of the HVAC system are listed in the tables below:

Building 600					
Equipment	Brand	Qty	Size	Age	RUL
Chillers	<i>Trane</i>	2	320 ton each	10	13
Cooling Towers	<i>BAC</i>	2	436 ton each	4	16
Pumps	<i>PACO</i>	4	2 @ 960 gpm 2 @ 480 gpm	22	13
AHUs	<i>Built up</i>	1	368,000 cfm	22	15
VAV boxes	<i>Trane</i>	~ 200	Varies	22	13

RUL = Remaining Useful Life. This is the serviceable life that is anticipated based on statistical data, observed condition, past maintenance and assuming an ongoing regimen of preventive and prescriptive maintenance.

Building 700					
Equipment	Brand	Qty	Size	Age	RUL
Chillers	<i>Trane</i>	2	320 ton each	10	13
Cooling Towers	<i>BAC</i>	2	436 ton each	4	16
Pumps	<i>PACO</i>	4	2 @ 960 gpm 2 @ 480 gpm	22	13
AHUs	<i>Built up</i>	1	368,000 cfm	22	15
VAV boxes	<i>Trane</i>	~ 200	Varies	22	13

RUL = Remaining Useful Life. This is the serviceable life that is anticipated based on statistical data, observed condition, past maintenance and assuming an ongoing regimen of preventive and prescriptive maintenance.

The equipment appears to be well maintained and some of the major components have been replaced, refurbished and rebuilt. See the specific section below for recommendations.

Recommendations: See the specific section below for recommendations.

G.2 Cooling Systems

Cooling is provided by a chilled water plant located in the mechanical penthouse. Each building's cooling plant is identical so the description is applicable to both buildings.

Two 320-ton chillers generate chilled water for the coils in the built-up air handler. The *TRANE* chillers were overhauled and converted to refrigerant 123 back in the 1999. This essentially made the chillers new at that time. Therefore the effective age of the chillers is 10 years old with at least 13 years of life remaining. BE, LLC recommends that the chillers have a 10-year maintenance performed within the next 10 years to aid in extending the life expectancy of the chillers. The total cooling capacity of 640 tons provides 1 ton of cooling for approximately 340 rentable square feet. This is typical of modern office buildings and is considered adequate.

The heat from the building is expelled to the atmosphere by the cooling towers. Each building has a dual cell cooling tower. The dual cell tower has a total capacity of 872 tons of cooling (436 tons per cell). This is adequate for the chillers and the tenant's auxiliary equipment. The chillers were replaced in 2003, making them only 4 years old. Cooling towers should have a major maintenance performed approximately every 10 years to insure proper operation and to extend their serviceable life.

Two condenser water pumps circulate water between the cooling tower and the chillers. The *PACO* pumps are rated at 960 gpm each. Some of the pumps have recently been rebuilt. BE,

LLC anticipates that all of the pumps will need to be rebuilt some time within the next 10 years to extend their serviceable life. This applies to the two 480 gpm chilled water pumps as well. These pumps circulate chilled water from the chillers to the air handling unit.

Each building has a separate cooling tower for tenant's auxiliary A/C equipment. Building 600 has a BAC blow-through tower rated at 198-tons. This tower has been abandoned since the installation of the new cooling towers. The new cooling towers have enough excess capacity to take care of the auxiliary equipment. Building 700 has a 70-ton unit for tenant specific equipment. This tower is very new and is expected to only require routine maintenance over the next 10 years.

There are several tenant owned and maintained cooling systems for computer rooms and other mission critical equipment. As this equipment is not part of the building system and is strictly for tenant special use, it is not evaluated in this report. If this tenant vacates the building, this equipment may go with them.

Recommendations:

- **Building 600:** Budget funds for the 10-year service of the chillers within the next 10 years. This service is performed at the mid-life point in a chiller's life cycle to extend its serviceable life. **(\$192,000)**
- **Building 700:** Budget funds for the 10-year service of the chillers within the next 10 years. This service is performed at the mid-life point in a chiller's life cycle to extend its serviceable life. **(\$192,000)**
- **Building 600:** Budget funds for the 10-year service of the cooling tower within the next 10 years. This service is performed at the mid-life point in a cooling tower's life cycle to extend its serviceable life. **(\$43,600)**
- **Building 700:** Budget funds for the 10-year service of the cooling tower within the next 10 years. This service is performed at the mid-life point in a cooling tower's life cycle to extend its serviceable life. **(\$43,600)**
- **Building 600:** Budget funds for the rebuilding of the condenser water pumps within the next 10 years. Due to their age, BE, LLC anticipates that the pumps will require a rebuild in the next 10 years to extend their serviceable life. **(\$4,400)**
- **Building 700:** Budget funds for the rebuilding of the condenser water pumps within the next 10 years. Due to their age, BE, LLC anticipates that the pumps will require a rebuild in the next 10 years to extend their serviceable life. **(\$4,400)**
- **Building 600:** Budget funds for the rebuilding of the chilled water pumps within the next 10 years. Due to their age, BE, LLC anticipates that the pumps will require a rebuild in the next 10 years to extend their serviceable life. **(\$3,600)**
- **Building 700:** Budget funds for the rebuilding of the chilled water pumps within the next 10 years. Due to their age, BE, LLC anticipates that the pumps will require a rebuild in the next 10 years to extend their serviceable life. **(\$3,600)**

G.3 Heating Systems

Electric resistance heating coils located at the variable-air-volume (VAV) terminal boxes provide the heat for the building. The heaters are controlled by the same thermostat as the VAV boxes. The heating sequence is as follows:

Step 1 – Reduce primary (55 F) air flow to maintain temperature setting.

Step 2 – Set primary air flow at minimum setting for heating.

Step 3 – For fan powered boxes induce plenum air to increase temperature of supply air.

Step 4 – Energize the electric heating coils in stages to maintain the room thermostat set point.

The electric resistance heating coils are very robust. Very few if any failures are anticipated over the next 10 years. The electric resistance heating coils are expected to only require the usual and customary maintenance over the next 10 years.

Recommendations: No corrective action is recommended.

G.4 Ventilation Systems

The built-up air handler on each building provides the ventilation air. The units are capable of providing 100% outside air when the weather conditions allow. The original plans show that the system was to have a minimum of 14,000 cfm of outside air. This met the standards at the time (1985). The current standard would require a minimum of 21,600 cfm of outside air. This is a simple matter of rebalancing the air. BE, LLC did not observe or receive any reports of poor air quality. BE, LLC also did not experience or receive reports of an imbalance causing a negative pressure on the building. An air rebalance of the buildings would cost approximately \$0.25 per square foot or approximately \$54,000 per building (\$108,000). This could be accomplished as part of future tenant improvement. Spot balancing due to tenant modifications would cost less and is assumed to be in the tenant build-out costs. Therefore, BE, LLC is not carrying any recommendations or costs for balancing the air at this time.

A previous report noted issues with the air intake and not having security against chemical or biological assault. This is strictly a GSA requirement and a tenant requirement. It is therefore assumed that all costs associated with this improvement would be at the tenant's expense and not included in this report.

Recommendations: No corrective actions are recommended at this time.

G.5 Energy Conservation

The HVAC systems installed are considered to be energy conserving. Variable-air-volume systems were developed to conserve energy. In addition, the large centrifugal chillers use less energy per ton than small packaged units. The system has added variable frequency drives for the air handlers to replace the variable pitch blades of the fans. Variable frequency drives (VFDs) reduce the speed and thus the flow of air to meet the demands of the variable air volume boxes. At the time of the site visit the VFDs were operating at 60%. There is also a computer based energy management system. See section *G.6 Controls* below for more on the energy management system equipment. The energy management system (EMS) controls the start/stop times of the major equipment and adjusts the operation to maximize the efficiency in response to changing conditions such as occupancy and weather.

Recommendations: No corrective action is recommended.

G.6 Controls

Controls are a mix of pneumatic and electronic. The basic controls for the VAV boxes and the major valves are pneumatic - originally MCC Powers. The pneumatic compressors, dryers and receiver tanks all appeared to be in good condition and were reported to be operating well. This type of equipment is very robust and with proper maintenance can last 35 years or more. A *Siemens Apogee* Energy Management System (EMS) has been added to act as the "brains" of the system. It basically controls the central plant. The individual VAV boxes respond to the zone thermostat, which is pneumatic. The *Siemens Apogee* EMS is approximately 10 years old. An upgrade was performed in 1995. The systems usually need a software upgrade every 15 years. BE, LLC recommends that funds be budgeted for the upgrade of the software and some other miscellaneous upgrades in head-end equipment within the next 10 years. An optional upgrade

would be to convert the entire HVAC control system over to Direct Digital Control (DDC) and delete the pneumatic controls.

Recommendations:

- **Both:** Budget fund for the software and head-end upgrades for the energy management system as it reaches its 15-year technical life expectancy. Energy management systems have a technical life expectancy of approximately 15 years and it appears this system was last upgraded in 1995. **(\$50,000)**
- **Both:** Convert the existing pneumatic/electronic controls to a full direct digital control (DDC) system. This would entail putting DDC controllers at every device (VAV Box, Fan, Pump, Etc.). This would be an optional upgrade to have the building conform to 2007 standards. **(\$924,500)**

G.7 Water Treatment System

The cooling tower condenser water system has an automatic water treatment system. The system is fairly new. Betz Dearborn is the provider of the chemicals and makes monthly visits to inspect, adjust and perform maintenance on the system. The chilled water system is a closed system and chemicals are hand fed after it is opened for maintenance to get the balance correct. The system is typical for this type of HVAC system.

Recommendations: No corrective action is recommended.

H. PLUMBING

H.1 Domestic Water

Arlington County provides the domestic water for the buildings. Water is provided to a central domestic water booster pump assembly in the shared garage. This one triple pump unit provides water for both buildings. The system appears to be working as water pressure on the top floors appeared to be adequate. Based on the age of the system, BE, LLC recommends that funds be budgeted for the rebuilding of the pumps within the next 10 years. A back flow preventer was not observed on the incoming water line. Although not required at the time of the original construction and not a retroactive requirement, BE, LLC recommends that a back flow preventer be installed. This is a good practice to insure against cross-contamination of potable and non-potable water sources.

The supply piping observed was copper. The management reported no issues with the supply piping in terms of leaks or other maintenance.

Hot water is generated by electric water heaters located on every third floor (2, 5, 8, & 11). Electric water heaters have a median life expectancy of 13 years. BE, LLC recommends that funds be budgeted for the replacement of a percentage of the water heaters over the next 10 years.

The fitness center's water heater may reach the end of its serviceable life within the next 10 years. However, this is considered to be tenant owned and maintained equipment and would not be the responsibility of the building owner. Therefore, the cost to replace is not provided in this report.

Recommendations:

- **Both:** Budget funds for the rebuilding of the domestic water booster pumps. Although appearing to be in good condition at the time of the site visit, the pumps are expected to require rebuilding once during the next 10 years based on age and industry life expectancy. **(\$3,000)**
- **Building 600:** Budget funds for the replacement of a percentage of the electric water heaters over the next 10 years. **(\$3,000)**
- **Building 700:** Budget funds for the replacement of a percentage of the electric water heaters over the next 10 years. **(\$3,000)**
- **Both:** Install a back flow preventer (BFP) on the incoming potable domestic water line. This will reduce the risk of cross-contamination of water sources. This is considered an optional upgrade as a BFP was not required at the time of construction and the current code is not retroactive. **(\$11,000)**

H.2 Sanitary Sewer

Arlington County provides the sanitary sewer service for the buildings. The sanitary waste piping observed was cast iron. The sanitary waste water flows by gravity to the municipal system except for a set of fixtures on the B-1 level of the 700 building. The fixtures on the B-1 level of the 700 Building flow to a sewage ejector tank located on the B-2 level where the waste water is pumped to the municipal system. The sewage ejector pit and pump appeared to be in good condition and are expected to only require the usual and customary maintenance over the next 10 years. There were no observed or reported issues with the sanitary waste system beyond usual maintenance.

Recommendations: No corrective action is recommended.

H.3 Storm Sewer

Arlington County provides the storm sewer service for the buildings. Storm water is removed from the roofs via drains connected to a storm water retention tank located at the B-1 level. The tank provides controlled flow into the county system. The garage drains flow to a sump pit below the B-2 level where the storm water is pumped up to the municipal system. The duplex sump pump system could not be observed. It is assumed that the pumps are of an age that they are expected to require replacement within the next 10 years. BE, LLC recommends that funds be budgeted for the replacement of the duplex sump pumps within the next 10 years.

Recommendations:

- **Garage:** Budget funds for the replacement of the sump pumps over the next 10 years. The pumps are expected to reach the end of their serviceable life within the next 10 years. **(\$5,000)**

H.4 Plumbing Fixtures

The plumbing fixtures observed were made by American Standard. The typical men's room has two water closets, two urinals, and three lavatories. The typical women's room has four water closets and three lavatories. The fixtures are made of vitreous china. The water closets and urinals are wall mounted and have flush valves; the lavatories are counter mounted. The plumbing fixtures are expected to only require routine maintenance over the next 10 years. See section F. Limited Disabled Accessibility for compliance with the Americans with Disabilities Act.

Recommendations: No corrective action is recommended.

H.5 Automatic Irrigation System

There is an automatic irrigation system for the landscaped areas of the buildings. The system is fed via a back flow preventer as required by code. The system was not operational at the time of

the site visit as it was winter. There were no reported issues with the irrigation system at the time of the site visit. The irrigation system is expected to only require the usual and customary maintenance over the next 10 years.

Recommendations: No corrective action is recommended.

H.6 Gas

There is no natural gas service to the building and none is required.

Recommendations: No corrective action is recommended.

H.7 Fountain

There are no fountains or other water features at the buildings.

Recommendations: No corrective action is recommended.

I. ELECTRICAL

I.1 Power

Dominion Virginia Power provides electricity to the buildings. Each building's electrical distribution system is identical. The buildings are fed 480-volt, 3-phase power to central switchgear located in the B-1 level. From the switchgear room power is distributed to electric closets on each floor via an electric buss riser. The main switch gear is rated at 4,000-amps and 3,000-amps and fused at 2,500-amps and 3,000-amps. This has the capacity to provide approximately 17 watts per rentable square foot per building at an assumed power factor of 80%. This is typical for modern office buildings. The electrical distribution system has an infrared scan and subsequent maintenance performed every three years. The last infrared scan was performed by *Millennium Facilities Group* on September 24, 2005. The next schedule scan and service is for 2008. Because this service is already contained in the operating budget, it will not be included in this report. The branch wiring observed was copper.

Recommendations: No corrective action is recommended.

I.2 Exterior/Site Lighting

The exterior site lighting was observed at night. In general the illumination is adequate. Sample foot candle measurements were taken about the property. Measurements ranged from a low of 0.15 foot-candles to a high of 2.10 foot-candles. The higher readings were a result of the street lights along S. Hayes and S. Fern Streets. The county streetlights are cobra headed fixtures with low pressure sodium lamps. It is believed that these fixtures are the responsibility of the county to maintain. Within the courtyard or plaza between the two buildings are globed fixtures on 14-foot poles with compact fluorescent fixtures. It is believed that these fixtures originally had incandescent lamps that were replaced by the compact fluorescent lamps. Several were not operating. This should be investigated as it appeared that a circuit may have been out. Along the pathways were low (bollard) fixtures. Ground-mounted flood lamps up-light the exterior of the buildings. The pole-mounted globe fixtures are dated and not energy efficient. BE, LLC recommends that these fixtures be replaced. The replacement will require the services of a lighting engineer to develop plans that provide sufficient illumination and conforms to the county requirements and National Airport restrictions if any. The sketch with the location of the light level readings is included in the appendix. The readings are included in the table below.

Reading	Foot-Candle Level
1	0.52
2	1.03

3	2.10
4	0.20
5	0.50
6	0.85
7	0.15
8	0.48
9	1.40
10	0.35
Average	0.76

Recommendations:

- **Site:** Repair the exterior lights. Several of the pole-mounted globe fixtures were not operating at the time of the site visit (2/17/07 at 7:00 pm). This should be included in the operating budget and therefore shown as a zero dollar (\$0) item. **(\$0)**
- **Site:** An optional improvement would be to replace the dated fixtures in the plaza with modern low pressure sodium fixtures to improve the illumination and save energy. Also, engage a lighting engineer to design, specify and oversee the replacement of the exterior lighting. The Facilities Condition Report also recommends replacement and has an estimate of \$568,686. However, their recommendation is wider in scope and includes the flood lights and bollards. BE, LLC is recommending only the pole lights be replaced at this time. **(\$300,000)**

I.3 Interior Lighting

Interior lighting consists predominately of recessed fluorescent fixtures with energy saving T-8 lamps. The fixtures are a mix of 2-foot by 4-foot and 2-foot by 2-foot. There are a few recessed can lights and other fixtures for specialty use where needed. The illumination levels observed appeared to be adequate. There were no observed or reported issues with the interior lighting.

Recommendations: No corrective action is recommended.

I.4 Emergency Power

Each building has two emergency generators. One for building life safety systems and a second tenant owned units for tenant mission critical equipment. This report will address the building's emergency generator and not address the tenant's generators.

Each building has a 500-kilowatt (kW) diesel engine driven generator. The generator is located on the roof and provides power to life safety system (fire pump, fire alarm, egress lighting, etc.) and elevators. The generator is original making it approximately 22 years old. Diesel Engine driven generators can last 35 to 40 years with proper maintenance. These generators appear to be properly maintained. The buildings have installed a "load bank" for exercising the generators under load. A load bank simulates the required electrical load as if the building were without power. This allows the generators to be test at full capacity. This is above average for office buildings. The fuel tank for each generator is in a room on the B-1 level with fuel pumps that transfer fuel to a day tank at the generator. The tank is located in a room and does not have a secondary containment device. The secondary containment requirement was not required at the time of initial construction and the current requirement is not retroactive ("grandfathered"). However, BE, LLC recommends that a secondary containment device be installed around each tank as an upgrade improvement to modern codes.

Recommendations:

- **Both:** Provide secondary containment for the emergency generators' fuel tanks to comply with current requirements. This would be an optional improvement as the current requirements are not retroactive ("grandfathered"). **(\$12,000)**

1.5 Telephone

Verizon is the local provider. Telephone service is brought to a central room for each building and then distributed to telephone closets on each floor. Service available includes analog (copper), digital (fiber optic) and Internet access (T-1). The single tenant is a government agency and has procured needed services on their own behalf. The telephone service available is typical of modern office buildings.

Recommendations: No corrective action is recommended.

1.6 Special Systems (Security)

The single tenant for both buildings has an enhanced security system including closed circuit cameras, motion detectors and other electronic devices. There are security personnel on site 24/7. Visitors have to sign in, get badges and be escorted anywhere in the building. System is way above average for a commercial building.

Recommendations: No corrective action is recommended.

J. FIRE/LIFE SAFETY SYSTEMS

J.1 Sprinkler/Standpipe System

Both building have an automatic wet sprinkler system. The sprinkler heads observed were not the brand subject to a recall. The shared garage has a dry pie system. A single 750 gpm fire pump feeds both buildings and the garage dry system. The buildings also have fire standpipe system with hose valves in the stairwells. The systems are tested and inspected regularly. *Judd Fire Protection, LLC* (410-871-3480) performs the maintenance and inspections. The wet systems appear to be in good condition and well maintained. The dry system in the garage has been experiencing leaks and has had some of the piping replaced. BE, LLC observed on old pipe with the end corroded through. BE, LLC recommends that the entire dry pipe system in the garage be replaced as it appears that the piping installed has reached the end of its serviceable life.

Recommendations:

- **Garage:** Replace the dry pipe sprinkler system for the garage. The piping is leaking and is corroded. The piping appears to be at the end of its serviceable life. Install new valves to prevent water from entering accidentally. **(\$724,950)**

J.2 Fire Alarm System

Both buildings have new FCI fire alarm control panels and the fire alarm system was upgraded throughout both buildings. The fire alarm is monitored by the on-site security personnel and by *Kastle* systems off-site. The upgraded system caused the replacement of the old devices throughout both buildings and is not complete. There are many holes left by the removal of the old devices. These holes must be filled so as to maintain the proper fire rating of the assembly. The fire alarm system appears to meet the requirements of the Americans with Disabilities Act.

Recommendations:

- Patch and repair the holes left by the removal of the old fire alarm devices (speakers, strobes, pull stations, etc.). The ceiling and wall assemblies must be repaired so as to maintain the fire rating of that assembly. This cost may be included in the contract to replace the fire alarm system. **(\$25,000)**

J.3 Stair Pressurization/Smoke Control

The stairwells of both buildings are pressurized. Outside air fans introduce outside air into the stairwells during a fire emergency. Air is introduced at several floors. There is a pressure relief damper at the top of the stairs. This complies with current high-rise codes.

The elevator shafts are also pressurized. The outside air fans introduce air into the shafts during a fire emergency. Relief dampers at the roof prevent over pressurization.

The fans for both systems are expected to only require the usual and customary maintenance over the next 10 years.

Recommendations: No corrective action is recommended.

J.4 Elevator Recall

The elevators are equipped with the recall function. Upon activation of the fire alarm the elevators recall to the ground floor and open the doors to discharge any passengers. The elevators then shut down preventing their use during the fire emergency. At this time only the fire department can use the elevators. See section K. Vertical Transportation for more discussion of the elevators.

Recommendations: No corrective action is recommended.

J.5 Fire Extinguishers and Hydrants

ABC-type fire extinguishers are located throughout the building. The fire extinguishers observed had up-to-date inspection tags. The last inspection was performed by *O'Brien's Fire Protection* (800-727-567-96) in January of 2007. It was reported that some of the tenant's computer rooms have out-dated Halon fire extinguishers. These fire extinguishers should be replaced with code compliant types. However, BE, LLC considers this to be a tenant expense, as it is for their specific equipment.

Fire hydrants are located on the adjacent streets (S. Hayes, Army-Navy, and S. Fern). Arlington County is responsible for placing fire hydrants. The placement of the hydrants appears to provide adequate coverage.

Recommendations: No corrective action is recommended.

K. VERTICAL TRANSPORTATION

K.1. Equipment Summary

The vertical transportation in each building consists of three groups of elevators: six passenger traction elevators serving the office levels, two passenger hydraulic elevators serving the parking levels and one service hydraulic elevator serves the B1 & Ground levels. The elevators were manufactured by *Montgomery Elevator Company* and installed during the initial construction of the building in approximately 1985. No major modernizations or upgrades appear to have been accomplished to date. A summary of the general characteristics of the elevators are identified in the table below.

Elevator Number	Duty	Capacity	Speed	Door Size & Type	Floors Served
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1-6	Passenger Office	3500 pounds	350 fpm	3'6" wide x 7'0" high Center Opening	#1 – B1,G,2-12 #2- 6 – G,2-12
7 & 8	Passenger Parking	3500 pounds	125 fpm	3'6" wide x 7'0" high Center Opening	G,B1,B2
9	Passenger/ Service	3500 pounds	125 fpm	3'6" wide x 7'0" high Center Opening	G,B1

Recommendations: Refer to the recommendations below.

K.2 Equipment Performance Assessment

The overall performance of the elevators is rated as below average. Floor-to-floor and door performance times are not consistent and are not within industry standards. Ride quality of the elevators in terms of acceleration, deceleration and stopping accuracy are also rated as below average. All elevators are not providing performance levels that are expected in this type of office environment.

While on site, the movement of people was observed from the main lobby during peak periods and also on selected floors during peak and non peak periods. It appears that the group dispatch system on the passenger elevator groups is handling the traffic needs in the building.

Additionally, a theoretical analysis was performed on the two passenger elevator groups. The performance criteria used determines quality and quantity and are based on current codes, regulations, and accepted industry standards.

Quality of service infers some type of time measurement, which reflects the duration of passenger waiting time for elevator service. Average interval is used for evaluating this dimension of elevator performance and is the average time increment between elevator departures from the terminal floor during a heavy traffic period.

Quantity reflects the ability of the elevator system to handle traffic loads as they develop. Handling capacity is the standard for evaluating this dimension and is the number of persons or percentage of building population that can be transported during a heavy traffic period.

In both definitions above, these standards are reflective of traffic during a heavy traffic period. For evaluation of passenger elevator requirements in an office building, heavy one way traffic is used. The normal time increment used is five minutes during this traffic period. Meeting this traffic condition typically ensures adequate service for other traffic modes during the day.

TYPE OF MEASUREMENT	OFFICE PASSENGER ELEVATORS	PARKING PASSENGER ELEVATORS
AVERAGE INTERVAL	< 30 SECONDS	40 – 45 SECONDS
HANDLING CAPACITY	AT LEAST 14% OF POPULATION IN 5 MINUTES	AT LEAST 11% OF POPULATION IN 5 MINUTES

Based on BE, LLC's elevating analysis using the performance profiles of the existing elevator equipment, the passenger elevator groups are capable of providing excellent levels of service in terms of quality and quantity. The results are based on an estimated full office population, the type of equipment installed in regards to capacity, speed, and number of elevators, and the equipment operating at optimum levels. See the chart below for actual theoretical results.

Group Number	Elevator Numbers	Duty	Average Interval (Seconds)	5-min Handling Capacity (%)
1 (Each Building)	1 thru 6	Office Passenger	27.7	14.7
2 (Each Building)	7 & 8	Parking Passenger	42.4	11.3

Elevator performance is currently well below optimum levels. BE, LLC judges that this is due to a combination of factors. The existing equipment is reaching the end of its useful life. It does not appear that the equipment can perform reliability at optimum levels. Additionally, it does not appear that the elevator maintenance provider is performing the necessary adjustments to provide maximum operating performance. BE, LLC's performance review identified many items requiring adjustment. It is estimated that a 15% improvement can be realized once these adjustments have been made to meet BE, LLC's recommended criteria. Refer to the elevator performance evaluation charts for specific details. These adjustments are judged to be included under the current maintenance contract and therefore no additional costs should be incurred.

Recommendations: No further corrective action is recommended.

K.3. Maintenance Provider Performance Assessment

Maintenance was evaluated in four general areas: 1) housekeeping/examination, 2) lubrication, 3) renewal or repair of worn equipment or defective components and 4) adjustment. These areas overlap somewhat, but are sufficiently independent to allow evaluation of each area. Designation of "Above Average" applies to outstanding work which exceeds any normal expectation based on contract requirements. This designation applies to no more than 15% of the maintenance projects BE, LLC reviews. The majority of maintenance falls in a range designated as "Low to High Average" in which "High Average" represents superior effort, while "Low Average" is simply meeting minimum contract requirements. The final category, "Below Average", applies to work which does not meet even minimal expectations for work under the particular type of contract.

The following summarizes BE, LLC's assessment of services being performed by *Millennium Elevator Inc.*, the current maintenance provider:

Maintenance Task	Rating
Housekeeping and Examination	High Average
Lubrication	High Average
Component Replacement and Repair	High Average
Adjustment:	Below Average

Overall, current maintenance is in the high average range, for the housekeeping and examination, lubrication, and component replacement and repair categories. However, the adjustment category can use significantly more attention to place the equipment in optimum operating condition.

Millennium Elevator Inc. is providing a professional preventative maintenance program to date and is optimizing the useful life of the equipment. Once the adjustments have been made as recommended, BE, LLC would judge the provider's overall performance to be in the high average range.

Recommendations:

- Correct all performance related deficiencies identified in the performance evaluation charts. (These items are covered under the existing maintenance contract) **(\$0)**

K.4. Preventative Maintenance Contract and Evaluation

Preventative maintenance contracts are currently with *Millennium Elevator Inc.* BE, LLC was able to look at the contract during the site visit but were not allowed to retain a copy for a detailed cost and scope review. BE, LLC did notice that the contract excluded replacement of hoist ropes, hydraulic pump units, circuit boards and obsolete parts. These types of exclusions are not advantageous to the owner as they represent significant cost liability. A comprehensive and inclusive type contract is recommended for future implementation.

Recommendations:

- Prepare and negotiate a new comprehensive preventative maintenance contract. **(\$3,200)**

K.5 Code Compliance

The annual elevator inspections were last performed on December 28, 2006 by Mr. Roger Moreland of Arlington County Elevator Inspectors Office and inspections appear to be current. Current certificates have not been received by building management. Although a code type inspection was not performed during the visit, BE, LLC did not observe any non compliant items.

Recommendations: No corrective action is recommended.

K.6 ADA Accessibility Guidelines Review

All operational features including, hall call buttons, hall lanterns, car control stations, car position indicators, emergency communications, door protection and reopening devices, hoistway entrance identification, timing of doors and signals, inside clear platform dimensions, cab floor surfaces, and cab illumination levels were reviewed and compared with ADA Accessibility Guidelines.

It should be noted that the inside clear platform dimensions on all the elevators does not meet the minimum requirement of 80" wide x 51" deep with center opening doors. However, item 4.1.6 of the ADA Accessibility Guidelines allows some relief from this requirement due to existing shaft configuration, technical infeasibility, and when equivalent facilitation is provided. Legal review is recommended to determine if the existing platform dimensions are acceptable.

The elevators are ADA compliant with some exceptions. The following summarizes Be, LLC's findings.

Elevator No.	4.10.1 General	4.10.2 Operation	4.10.3 Hall Call Buttons	4.10.4 Hall Lanterns	4.10.5 Jamb ID	4.10.6 Door Protection	4.10.7 Hall Call Timing	4.10.8 Door Delay	4.10.9 Cab Area	4.10.10 Floor	4.10.11 Illumination	4.10.12 Car Controls	4.10.13 Car Position Indicator	4.10.14 Communication
1-6	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No
7, 8	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No
9	Yes	Yes	Yes	Yes	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	No

Recommendations:

- Install Braille identification of all hoistway entrance jambs for ADA compliance. **(\$40,000)**
- Retrofit and revise the circuitry to make the alarm buttons illuminate for code and ADA compliance. **(\$9,000)**
- Replace the existing emergency communication devices with ADA compliant features. **(\$36,000)**
- Elevator no. 9 (Each Building) - Install infrared Screen Detectors to improve safety of passengers entering and exiting the elevators. **(\$4,800)**

K.7. Elevator Technology Assessment

The *Montgomery Miprom* control architecture for the traction elevators is microprocessor based technology. Motion control is provided by SCR Drives. All enhancement and product updates appear to have been installed during the course of maintenance services. The primary components, specifically controllers, SCR Drives, hall lanterns, door operators, and car and hall pushbuttons, are becoming maintenance intensive, failure prone, and technologically obsolete. They are not capable of reliable and efficient operation for the long term.

The control architecture for the hydraulic elevators is also microprocessor based technology. Due to the application, the control system is capable of reliable and efficient operation for the short term.

All the elevators are equipped with signaling and operating devices such as car operating panels, hall control stations, car position indicators, hall directional lanterns, and firefighters' control panels. These devices contain the necessary features as required by code at the time of installation. They appear to be operating as designed.

Based on a visual review of the emergency power, all elevators are capable of running on emergency power at a time.

The door operating equipment including the operator, infrared detectors (elevators 1 thru 8), safety edges and light rays (elevator no. 9), hangers, tracks, electrical contact, clutch, restricted opening devices, and closers are of good quality and are capable of reliable operation.

The geared hoist machines for the traction elevators and the pump units for the hydraulic elevators are of proven quality, appear to be operating properly and are also capable of reliable operation for the short term.

Other major components, and their subcomponents, such as, car and counterweight governor assemblies, counterweights, guide rails, car and counterweight buffers, hoistway entrances, car frames platforms, safeties, enclosures, hoistway entrances, and plunger and cylinders appear to be professionally installed and in acceptable operating condition for the short term.

The elevators are of good quality and appear to be currently providing reliable service. The useful remaining life of the traction elevators no. 1 thru 6 is estimated to be 3 to 5 years, hydraulic elevators no. 7 & 8 to be 5 to 7 years and hydraulic elevator no. 9 to be 7 to 8 years. These estimates are based on the continuation of a comprehensive and intensive preventative maintenance contract.

Modernizing the elevator equipment as recommended will provide:

- Significantly improved physical elevator performance as measured by operating speed, floor-to-floor times and door times.
- Reliable floor leveling accuracy to $\pm 1/4"$ by upgrading the motor drive and selector system.
- Provides increased reliability by reducing unscheduled shut downs and equipment failures.
- Reduces passenger waiting times by improved elevator dispatching algorithms and microprocessor computational speed.
- Features meeting current Virginia, ASME A17.1 Elevator Safety Code, and Life Safety requirements.
- Extending equipment life, reducing preventive maintenance costs and power consumption.
- Improving the operational reliability of the elevators via state-of-the-art system monitoring.
- Improving ride qualities by providing a digitally controlled elevator drive systems.

Recommendations:

- Elevators no. 1-6 (Each Building) - Modernize the elevators to provide ADA compliant, safe and reliable operation. Useful life is anticipated to be increased 20-25 years. **(\$1,740,000)**
- Elevators no. 7 & 8 (Each Building) - Modernize the elevators to provide ADA compliant, safe and reliable operation. Useful life is anticipated to be increased 20-25 years. **(\$300,000)**
- Elevators no. 9 (Each Building) - Modernize the elevators to provide ADA compliant, safe and reliable operation. Useful life is anticipated to be increased 20-25 years. **(\$140,000)**

L. SPECIAL SYSTEMS

There are no special systems.

Recommendations: Not applicable.

IV. CONCLUSION

The building located at 600-700 Army Navy Drive consists of two 12-story office buildings with shared parking garage. The overall quality of the construction is good. The building's systems and materials are generally in good condition and have been well installed and maintained. The building was built in accordance with the building codes and regulations in effect at the time of construction.

The primary issues identified in this report are as follows:

- Provide an allowance to replace damaged and sunken concrete paving and unit pavers at both buildings.
- Perform concrete repairs to the underside of the plaza slab and to the top and bottom sides of the garage B1 slab.

- Replace the B1 level and plaza level expansion joints.
- Replace sealant at granite panel joints and between granite and window frames at both buildings.
- Replace sealant between IGUs at both buildings.
- Replace wet-seal at all glass perimeters at both buildings.
- Budget for the replacement of the original 22 year old roof membrane at both buildings.
- Undertake modifications to comply with the ADA at both buildings.
- Budget funds for the 10-year service of the chillers within the next 10 years at both buildings.
- Replace the dry pipe sprinkler system for the garage.
- Modernize the elevators at both buildings to provide ADA compliant, safe and reliable operation.
- Undertake modifications to comply with current code requirements.

With the completion of the recommendations contained in this report and a well-planned program of ongoing maintenance, this facility should have a usable life expectancy of at least 35 years.

Corrective costs as detailed in the attached *Opinions of Probable Costs* spreadsheet total **\$7,744,469.**

Adjustments for future dollars total **\$951,740.**

Contingency at 10% totals **\$869,621.**

Construction Fee at 5% totals **\$478,292.**

Grand Total **\$10,044,122.**

